

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X
In Re the Matter of: : 21-42207 (ESS)
: :
SID BOYS CORP., : Brooklyn, NY
: November 10, 2022
Debtor. :
-----X

BEFORE THE HONORABLE ELIZABETH S. STONG
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtor: MORGAN & BLEY, LTD.
BY: ALANNA G. MORGAN, ESQ.
KEEVAN D. MORGAN, ESQ.
900 West Jackson Blvd, Suite 4E
Chicago, IL 60607

LAW OFFICE OF RACHEL KAYLIE, P.C.
BY: RACHEL LEA KAYLIE, ESQ.
1702 Avenue Z, Suite 205
Brooklyn, NY 11235

For the U.S. Trustee: AMER ABBAS LATIF, ESQ.
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, New York 10014

For 514 Fioto and COLLEN & DYKMAN, LLP
518 Metropolitan: BY: THOMAS R. SLOME
100 Quentin Roosevelt Blvd.
Garden City, NY 11530

CASCIONE, PURCIGLIOTTI, GALLOZZI,
P.C.
BY: THOMAS G. CASCIONE
274 White Plains Road, Suite 6
Eastchester, NY 10709

For Marcum: RICHARD HOWARD GOTTESMAN
300 Cadman Plaza West, 12th Floor
Brooklyn, NY 11201

1 APPEARANCES

2 CONTINUED:

IRENE SIDERAKIS

3 Court Transcriber:

ADL Transcription Services, Inc.

24 Crossway Drive

4 Deer Park, New York 11729

5 (631) 277-7900

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24 Proceedings recorded by electronic sound recording,

25 transcript produced by transcription service.

P R O C E E D I N G S

(Poor quality digital recording**)**

THE CLERK: Calling the matters of Sid Boys Corp., 21-42207, numbers one through four on the calendar. Connected is Ms. Kaylie, Ms. Morgan, Mr. Morgan, Mr. Slome, Mr. Gottesman, Ms. Latif, Ms. Siderakis and Mr. Cascione. I'm just gonna remind the parties that although it's a video conference, the official record for the Court is the audio. So, if you could please state your name each time before speaking. Thank you.

THE COURT: Thank you. Good afternoon, everyone. This is Judge Stong. Let's get your appearances on the record please. Ms. Kaylie for the debtor?

MS. KAYLIE: Good afternoon, Your Honor. Rachel Kaylie, representing the debtor.

THE COURT: Thank you. Ms. Morgan for the debtor?

MS. MORGAN: Good afternoon, Your Honor. Ms. Morgan. We do have a motion to withdraw so we are appearing on behalf of the firm.

THE COURT: All right. And for the moment you're still --

MS. MORGAN: Correct, yes.

THE COURT: Counsel for the debtor, but also on your motion, yes, I saw that. Mr. Morgan, let's get your appearance on the record please.

1 MR. MORGAN: Good afternoon, Your Honor. Keevan D.
2 Morgan, also for the debtor and on the motion to dismiss and
3 (inaudible).

4 THE COURT: All right. Thank you. Mr. Slome, 514
5 Fioto, 518 Metropolitan?

6 MR. SLOME: Yes, Your Honor. Thomas Slome, Cullen
7 and Dykman, (inaudible) 514 Fioto Properties Corp. as
8 landlord and (inaudible) Metropolitan Avenue Corp. as a
9 judgment creditor of the debtor.

10 THE COURT: Okay.

11 MR. SLOME: (Inaudible) judgment.

12 THE COURT: All right. Thank you. Mr. Gottesman,
13 Marcum?

14 MR. GOTTESMAN: Good afternoon, Your Honor.
15 Richard Gottesman, (inaudible), on behalf of Marcum, LLP.

16 THE COURT: Thank you. Ms. Siderakis, the debtor's
17 principal?

18 MS. SIDERAKIS: Irene Siderakis, the debtor.

19 THE COURT: Thank you. And Mr. Cascione, principal
20 of 514 Fioto, is that correct?

21 MR. CASCIONE: No, Your Honor, I'm the State Court
22 Counsel, it's Thomas Cascione, Cascione, Purcigliotti and
23 Galluzzi, for 514 Fioto and 518 Metropolitan.

24 THE COURT: Apologies. And that's right in front
25 of me, I should have known that. And, Ms. Latif for the

1 Office of the United States Trustee?

2 MS. LATIF: Good morning, Your Honor. Amer A.
3 Latif, on behalf of the - or good afternoon, Your Honor.
4 Amer Latif, on behalf of the Office of the United States
5 Trustee. Thank you, Your Honor.

6 THE COURT: Thank you, everyone. We have a number
7 of matters on the calendar, the case management conference,
8 the motion of the landlord and judgment creditor to convert
9 and addressing the lease and the question of whether the
10 time to assume has passed, the cross motion in substance,
11 also opposition to that relief of the debtor and the motion
12 to withdraw very recently filed from Morgan Bley firm.

13 I'd like to begin with status and hear from Ms.
14 Kaylie as debtor's Counsel who does not have a pending
15 motion to withdraw as Counsel. I think that's the right
16 place to start. Ms. Kaylie?

17 MS. KAYLIE: Good afternoon, Your Honor. Rachel
18 Kaylie, representing the debtor. Your Honor, it came to my
19 attention (inaudible). It came to my attention a couple of
20 days ago that the landlord (inaudible).

21 THE COURT: Ms. Kaylie, Ms. Kaylie I'm interrupting
22 you which is discourteous and I apologize. This hearing
23 will go better if we take it in steps as I direct. That is
24 more directive than I like to be, but that is how we're
25 going to proceed. I think it will help us make a clearer

1 record. There are many matters that need to be considered.

2 We're starting with case management. You're
3 debtor's Counsel. I see that we have a motion to withdraw,
4 I see that we have our September, 2022 monthly operating
5 report on file, that's good to see. The confirmation
6 deadline here has been extended, thank you, to December
7 30th. I would like to hear you on status of this Chapter 11
8 case and case management.

9 There will be time at the appropriate time to
10 address not only the other matters on the calendar, but also
11 everything else that the parties would like to address, but
12 we're going to do it in an orderly way. It will be a better
13 record for everyone and much more helpful to the Court.
14 Staying with status how's it going?

15 MS. KAYLIE: Yes, Your Honor. Your Honor,
16 (inaudible) is that I recently found out that there were
17 some settlement discussions between the Morgan's and Tom
18 Slome and I spoke to my client about it today. I think that
19 there's something that (inaudible) settlement that we can
20 really work with and I spoke to my client today about the
21 source of funding to pay out this proposed settlement.

22 She has learned that there very recently
23 (inaudible) funding that are becoming available to her very,
24 very, very soon. (Inaudible), but it turns out that it's
25 actually significantly closer. So that's kind of where we

1 are in terms of settlement.

2 THE COURT: Okay.

3 MS. KAYLIE: It's my understanding that --

4 THE COURT: That's encouraging.

5 MS. KAYLIE: I'm sorry?

6 THE COURT: That's encouraging. I'm glad to hear
7 it.

8 MS. KAYLIE: That's why I gave a little more
9 background than probably necessary so I apologize for that.

10 THE COURT: All right.

11 MS. KAYLIE: But when I was leading to was this.

12 So I did have extensive conversations with both my client
13 and her regular accountant, not Marcum, but her (inaudible)
14 accountant regarding the source of the funding and if she
15 could possibly pay (inaudible).

16 We were on the phone for close to two hours and it
17 was not encouraging so I was (inaudible) so that I can
18 explain to the Court that I think the possible terms of the
19 settlement are significantly closer than we had been before.
20 So --

21 THE COURT: All right.

22 MS. KAYLIE: I did want the Court to be aware of
23 that.

24 THE COURT: This is good news. What I see on the
25 calendar today includes the request of the - is it Morgan

1 Bley or Bley Morgan? I'm so - I just think of it as the
2 Morgan firm, you're the Morgan firm to me, Ms. Morgan, Mr.
3 Morgan, Morgan and Bley. Do you continue to seek to
4 withdraw as Counsel or would you be requesting that that be
5 deferred perhaps? Ms. Morgan, Mr. Morgan?

6 MR. MORGAN: Judge, (inaudible) withdraw because
7 we've been terminated (inaudible).

8 THE COURT: Okay. So you would continue to press
9 to be relieved as Counsel and that motion which was made
10 just a couple of days ago, but it's on the calendar today.
11 We did that just to have everything present. All right.
12 That's helpful to know.

13 Ms. Kaylie, is that consistent with your
14 understanding of the debtor's intention?

15 MS. KAYLIE: That is my understanding --

16 THE COURT: Okay.

17 MS. KAYLIE: That Ms. Siderakis chose to send them
18 an e-mail terminating their services.

19 THE COURT: Okay. All right. Well, we'll get
20 there. I have a concern about notice. We'll probably have
21 another fairly soon. I'll explain my thinking on what we're
22 going to try to accomplish today and next and it will
23 include an opportunity to hear very soon if not decisively
24 today that motion. Staying with status I'd like to hear
25 from the Office of the United States Trustee.

1 Ms. Latif? Ms. Latif, anything to add staying with
2 case management and status? Ms. Jackson?

3 THE CLERK: Ms. Latif?

4 THE COURT: Ms. Latif, you are on double mute.

5 THE CLERK: Judge, I'll e-mail her.

6 THE COURT: All right. We'll follow up. Mr.
7 Slome, anything to add on status?

8 MR. SLOME: (Inaudible)

9 THE COURT: Is news to you?

10 MR. SLOME: (Inaudible).

11 THE COURT: Okay.

12 MR. SLOME: (Inaudible) and so I have to just be
13 honest with you, Judge I have very little sense that
14 (inaudible).

15 THE COURT: Okay.

16 MR. SLOME: (Inaudible) after you decided, reserve
17 decision or whatever you decide to do, Judge we can talk,
18 but I'm just (inaudible) --

19 THE COURT: All right.

20 MR. SLOME: (Inaudible) I'm sorry.

21 THE COURT: All right. Let's come back to Ms.
22 Kaylie. I understood you to say that the Morgan's had been
23 speaking with Mr. Slome, but the Morgan's disavow that and
24 so does Mr. Slome. Did I misunderstand or were you perhaps
25 misinformed?

1 MS. KAYLIE: Well, Your Honor I (inaudible) October
2 26th (inaudible) Mr. Morgan and Ms. Morgan.

3 THE COURT: Well, that's two weeks ago so that
4 doesn't really have a lot to do with today.

5 MS. KAYLIE: Well, Your Honor if I may, I was just
6 provided this today which is why I had such a lengthy
7 conversation with my client and her accountant --

8 THE COURT: Okay.

9 MS. KAYLIE: About the terms of this proposed
10 settlement which Mr. Slome proposed (inaudible) it wasn't
11 the other way around.

12 THE COURT: All right.

13 MS. KAYLIE: So I'm not really sure why Mr. Slome
14 was so surprised --

15 THE COURT: Ms. Kaylie, it was two weeks ago. You
16 gave a different impression, you described this in substance
17 as late breaking news. That communication if it was October
18 --

19 MS. KAYLIE: (Inaudible)

20 THE COURT: Ms. Kaylie, please let me finish. I
21 would remind you of your obligation to have candor to the
22 Court and characterizing an e-mail that you may have
23 received today, but that was sent on October 26th as in
24 substance a very recent development I would not view as
25 accurate. Let's hear from Ms. Latif as to status. Thank

1 you.

2 MS. KAYLIE: (Inaudible).

3 THE COURT: I need to hear from Ms. Latif now, Ms.
4 Kaylie. This is a hearing, this is not a meeting or a free
5 for all. Ms. Latif, let me hear from you staying with
6 status. Ms. Latif, you're on mute. We can see you, but we
7 can't hear you.

8 MS. LATIF: Can you hear me now, Judge?

9 THE COURT: Yes, yes. Thank you.

10 MS. LATIF: All right. Thank you. My apologies
11 for that. Good morning - good afternoon again. This is
12 Amer Latif on behalf of the Office of the United States
13 Trustee. Your Honor, for the status the monthly operating
14 reports to date have been filed, we have nothing else to
15 report on status at this time.

16 If Your Honor would like our opinion our position
17 on the motion to withdraw we do not have any objection to
18 that. I just wanted to add that from our office's
19 perspective.

20 THE COURT: All right.

21 MS. LATIF: Thank you, Your Honor.

22 THE COURT: All right. And it does appear that
23 there's no opposition or change of heart. Heart's probably
24 the wrong word, I'm sorry. Change of position from the
25 debtor. Ms. Kaylie, stay with my question please. Has the

1 debtor changed its position with respect to its termination
2 of the Morgan Bley firm to your knowledge?

3 MS. KAYLIE: Not to my knowledge.

4 THE COURT: Okay. All right. So administratively
5 I think this case seems to be in pretty good shape. The
6 monthly operating reports are up to date, current. I don't
7 think there's any question as to lapsing of insurance.
8 There's been a termination of one of the firms representing
9 the debtor. It's never a comfortable or a good thing. No
10 lawyer ever wants to make that motion, but we are where we
11 are. It's probably the right thing to consider that next.

12 Let's -- is there anything to add to the written
13 record that you've made, Ms. Morgan or Mr. Morgan? Ms.
14 Morgan, you can go first. Mr. Morgan, you can go because I
15 see you're unmuted.

16 MR. MORGAN: Judge, --

17 THE COURT: Yes?

18 MR. MORGAN: (Inaudible) and have been terminated
19 and that we cannot represent the debtor. And also it's
20 uncomfortable in that we would have (inaudible). The way I
21 see it communication with the debtor (inaudible) the past
22 thirty days of history. (Inaudible).

23 THE COURT: All right. All right. Ms. Morgan,
24 anything to add?

25 MS. MORGAN: (Inaudible), Your Honor that I do know

1 that the motion was made on short notice which the motion
2 recognizes too given the debtor's desire to terminate us,
3 you know, absent any objections of anyone here since we
4 already have this on the schedule, but obviously in your
5 discretion however you want procedurally to continue works
6 for us.

7 THE COURT: All right. Who else would like to be
8 heard on the motion to withdraw as debtor's Counsel?
9 There's no response.

10 Before the Court is a motion to withdraw as
11 debtor's Counsel. It does seem that there's a good basis
12 established in that debtor's - by the debtor's principal has
13 indicated that Counsel is terminated. They no longer - it
14 no longer wishes to be represented by the firm.

15 A lawyer can't be a lawyer to a client when the
16 client has terminated them and just to read into the record
17 the document which is attached and it's attached to an
18 affidavit so it's of evidentiary quality. This is to notify
19 you that I hereby terminate your representation of Sid Boys
20 Corp. effective immediately in the bankruptcy matter
21 involving Sid Boys Corp. Please ensure any and all records
22 and documentation are properly forwarded to Rachel Kaylie
23 who will continue represent - to represent Sid Boys Corp. in
24 the bankruptcy case. Accordingly, cease any and all
25 communication and/or contact with opposing Counsel

1 representing the landlords. Sincerely, Irene Siderakis, Sid
2 Boys Corp.

3 I don't think I need to go farther than that.
4 There's been no indication by continuing Counsel for the
5 debtor that there's been any change or misunderstanding.

6 So the motion was filed on October 8th after 5:00
7 p.m. There's a question about the adequacy of notice
8 because it is quite short. It is of course appropriate
9 promptly to bring this to the Court's attention and to the
10 parties attention.

11 And we note though that the -- some of the
12 information is probably not as helpful as it could be,
13 there's a typo in the website describing the Court, we're
14 not NYCB, we're NYEB as a small thing, but if we're relying
15 - if you've got less than forty-hours of notice I - I - I
16 wonder if that's good enough. ECF notice provided I guess
17 by operation of the filing to Mr. Slome and the U.S. Trustee
18 by mail if notice period is not shortened. What was done if
19 anything for that notice? Nothing yet, would that be the
20 answer?

21 MS. MORGAN: No, Your Honor because there would be
22 no way for the mail to have arrived in time for them --

23 THE COURT: Right, I get that.

24 MS. MORGAN: To see it. I didn't wanna confuse
25 anyone by putting in a notice date that then would have

1 passed by the time they received it so of course we could
2 provide the notice of the order granting the withdrawal to
3 everyone, but it didn't (inaudible) period is not shortened
4 then I just wanted to account for all circumstances.

5 THE COURT: All right.

6 MR. MORGAN: Your Honor, one more thing?

7 THE COURT: Yes, of course, Mr. Morgan.

8 MR. MORGAN: Your Honor, this isn't the case where
9 the debtor has to go look for Counsel. The Counsel
10 (inaudible) still representing the debtor so (inaudible) not
11 even gonna be any time (inaudible) bring her up to speed so
12 that's the circumstances for the motion today.

13 THE COURT: Okay. Because we do have -- would
14 anyone else like to be heard on the motion to withdraw?
15 There's no response. Before the Court is the motion to
16 withdraw the - one of the attorneys representing this
17 debtor, the Morgan Bley firm. Service was - is - is - is -
18 raises a number of issues including that it provides less
19 than even from the moment of filing less than forty-eight
20 hours of notice and the direction to file an objection
21 actually is incorrect and misidentifies the Court's website.

22 At the same time I appreciate the very important
23 professional issues that are the source of the motion. A
24 lawyer cannot be a lawyer to a client that has terminated
25 them so I think the best path forward is as follows. I'm

1 gonna grant the motion and ask you to settle a proposed
2 order relieving you as Counsel on seven days' notice on all
3 the parties that are entitled to notice, but that way the
4 motion is granted. We - I'll note the absence of
5 opposition, but that way we also have notice.

6 If there's any other piece of the picture that
7 needs to be seen there will be that opportunity because what
8 that means is that you would be serving on the appropriate
9 parties, any party entitled to notice and I guess filing
10 with the Court a notice of proposed order relieving you as
11 Counsel with objections to be filed seven days from the date
12 that you make that notice and you need to - I guess I'll ask
13 you to serve that by overnight mail so the seven days would
14 be from that service and we can proceed that way.

15 We are fortunate to have actually not just Counsel,
16 but the Counsel that's been in the case from the outset able
17 to continue. Mr. Morgan's point is well taken. It would be
18 a very different situation indeed if we were left with an
19 entity with no Counsel because that just doesn't work. So
20 granted as reflected in the record. Settle a proposed order
21 on seven days' notice to all parties entitled to notice as
22 reflected in the record. All right.

23 I thank you for your service in the case. I - I -
24 I suppose you are welcome to stay, this is a public
25 proceeding. You are free to go. Your motion is granted,

1 the entry of the order is what relieves you formally, but
2 I'll leave that to your best professional judgment. You may
3 wish to stay.

4 Sometimes it doesn't come up very often thankfully
5 as I'll say it again, it's - nobody likes this situation,
6 nobody. This is not comfortable for anyone, not even for
7 the Court. Maybe not especially for the Court, but that is
8 the disposition.

9 I'm gonna explain now how we're going to proceed
10 with the rest of the calendar. We have two motions that
11 speak to each other in effect and I want to hear argument
12 today on that portion of the landlord's judgment creditor's
13 motion, landlord's motions for this part of the relief
14 seeking determination that the time - that the lease should
15 be deemed rejected and for other relief, but I'm focusing on
16 the deemed rejected component of the relief. I think you
17 number it roman numeral I and I will be deferring for today
18 the argument on the motion to convert which to this case a
19 case under Chapter 7.

20 So, Mr. Slome I had hoped to have this in person,
21 that's why we scheduled this that way, but I'm happy to hear
22 you on Zoom and for the sake of a clear record we moved this
23 - we received and paid close attention to the request of the
24 debtor when this was an in person hearing to adjourn it
25 because among other reasons the debtor's principal had - has

1 medical concerns about appearing in person and it was in
2 order to accommodate that that we moved the entire hearing
3 to a virtual hearing so that's how we got to where we are.

4 We met the needs identified in that motion - excuse
5 me, in that request, but also were able to respect the needs
6 identified in the motion to the motion to deem the lease
7 rejected by continuing this hearing, but in this remote
8 posture today.

9 I'd be happy to take a very short break if that's
10 necessary for anyone, otherwise I'm prepared to hear your
11 argument. Would anyone like to request that we have a five
12 minute break before we hear Mr. Slome and then, Ms. Kaylie
13 I'll hear you on opposition and also on your cross motion.
14 You good to start? It seems like yes. Mr. Slome, over to
15 you. Please proceed.

16 MR. SLOME: For the record, Thomas Slome, Cullen
17 and Dykman for 514 Fioto Property Corp., that is known as
18 the landlord and 518 Metropolitan Avenue Corp., judgment
19 creditor. I'll stick to an issue of the lease rejection as
20 Your Honor instructed. I'm just gonna give one minute of
21 background for context and I'm gonna do my very best to be
22 (inaudible) as possible here, but I think it's just good to
23 have a little bit of context.

24 THE COURT: Take the time you need and address the
25 things you think are important. I'll say that to all

1 Counsel who are speaking. Back to you.

2 MR. SLOME: Thank you, Judge. So pre-petition we
3 all know that the debtor had to go to Florida, the Covid
4 situation (inaudible) bankruptcy they had (inaudible)
5 current on the last - on the promissory note which was given
6 to the seller back in 2013. There are negotiations, I am
7 not gonna cover them, but, you know, obviously the debtor
8 (inaudible), a settlement was not reached, the judgment
9 creditor filed a motion for summary judgment of our
10 complaint on the promissory note so (inaudible), they were
11 rejected by the Court and the (inaudible).

12 However, a judgment in August of 2021 a few days or
13 a week or so maybe or the day it was filed (inaudible)
14 Chapter 11. At the time the (inaudible) was scheduled. I
15 don't think there's any dispute (inaudible), now the debtor
16 had to (inaudible) judgment instead of, you know, a
17 promissory note.

18 Post-petition I don't think anyone is gonna dispute
19 that there are lots of gaps and errors in various schedules
20 and statement of financial affairs. (Inaudible) took place,
21 I think there was (inaudible). I did not ask any questions
22 about the financials, but we ran out of time and we
23 adjourned so that I could question the debtor.

24 At that point I discussed (inaudible) with Ms.
25 Kaylie. Ms. Kaylie ensured me that the debtor was gonna

1 sell the diner and at that point I don't know whether she
2 said it or I said it, but (inaudible), the diner is gonna be
3 sold as opposed to a reorganization, the financials took,
4 you know, quite some time.

5 Basically nothing happened for six months
6 (inaudible) and I had brought to the attention of - well, I
7 asked Your Honor that nothing is happening, (inaudible) and
8 Your Honor on February 17th, 2022 directed that the debtor
9 file its bankrupt motion papers by March 10th. (Inaudible)
10 and March 21st (inaudible) conference. Ms. Kaylie indicated
11 that the debtor (inaudible) whether it was to reorganize or
12 try to sell the diner without a broker. (Inaudible) March
13 25th was the deadline (inaudible) after the petition date.

14 Normally it's a hundred and twenty, but because of
15 the (inaudible) two hundred and ten days (inaudible) on
16 March 25th.

17 (Inaudible) asking that the debtor surrender the
18 premises, (inaudible) rejection of the lease (inaudible)
19 surrender the premises. The debtor was unamicable so on
20 April 11th I filed this motion to convert (inaudible)
21 because the lease was rejected. We had some status
22 conferences and Your Honor directed us to mediation and
23 spent maybe a month, month and a half around there
24 (inaudible) in mediation and unfortunately it was
25 unsuccessful.

1 (Inaudible) Morgan firm and Marcum (inaudible)
2 proposed one hundred percent plan which of course is good to
3 hear as a creditor, but --

4 THE COURT: It's good to hear when you're a Judge
5 too by the way.

6 MR. SLOME: I understand.

7 THE COURT: And I suspect debtors like proposing
8 them as well. Back to you. I'm sorry, I couldn't resist.
9 That would be broadly speaking a fabulous result. It was a
10 good development back when it occurred. Unfortunately a lot
11 of time has passed. Back to you.

12 MR. SLOME: (Inaudible) hundred percent plan and
13 (inaudible) didn't have any handle on the finances because
14 of (inaudible), the schedules and the monthly operating
15 reports. It just didn't add up, you know, and (inaudible)
16 somehow the debtor could pay back the debt and (inaudible)
17 another half a million dollars of debt (inaudible).
18 (Inaudible) October and there were Covid issues, (inaudible)
19 vacations, etc. so it took a while, but that Counsel and the
20 Marcum (inaudible) all of the schedules (inaudible)
21 operating reports.

22 (Inaudible) wasn't aware of it there's one line
23 that says (inaudible) like that you have to file a list of
24 (inaudible) that must (inaudible) that shows sixty-seven
25 line items just (inaudible) that were amended (inaudible)

1 monthly operating reports were huge. (Inaudible) and I
2 don't think (inaudible), but if not done which is true and
3 Ms. Kaylie said it is that if there's enough money put into
4 the company, basically a capital contribution that one could
5 then have enough money to make the payments that were in the
6 plan. (Inaudible) that we would like to, you know,
7 (inaudible) or coming close or (inaudible) source of the
8 money because again, Your Honor we've been through sixteen
9 months and I hate to say it, but the old talk is cheap just
10 comes to my mind and (inaudible).

11 THE COURT: I'm sorry, things like what just come
12 to your mind? I wanted to be sure.

13 MR. SLOME: Talk is cheap. Ms. Kaylie just said
14 that - sort of implied that the debtor might be (inaudible)
15 come up with the money to meet our demand. I just
16 (inaudible) and it's just because again it's my client and
17 the debtor (inaudible). But again, (inaudible) no matter
18 what happens, Your Honor, but we are not (inaudible)
19 anything unless it's real.

20 Frankly, as I sit here today it cannot (inaudible)
21 based on the post-petition (inaudible). I think I'm
22 digressing. (Inaudible) sort of a conference of where we're
23 at.

24 At the last status conference both sides seemed to
25 have (inaudible) it's better to get this kind of (inaudible)

1 out of the way (inaudible) the next couple of months
2 fighting over (inaudible). I think that motion is fairly
3 straightforward. For a (inaudible) says (inaudible) reject
4 the lease or it (inaudible) surrender is required. That's
5 straightforward.

6 The debtors, however, opposes that motion. They're
7 saying that - the debtor says that the time should be
8 (inaudible) reject the lease. (Inaudible) and I have to
9 (inaudible) to respond to it.

10 (Inaudible) other contracts back in 2013 when the
11 (inaudible) property and so there were these other contracts
12 which identify - which the debtor identifies them with the
13 promissory note they had given which is now a judgment and
14 (inaudible). If you look at it it's Exhibit A to the
15 opposition. (Inaudible) and I cannot find that (inaudible)
16 2013 (inaudible) obligation on either party (inaudible).

17 So now (inaudible) I know of right now is the
18 lease. They say because (inaudible) transaction and
19 (inaudible) the purchase of the diner (inaudible) I agree
20 with. It turns out she had (inaudible) contract and
21 (inaudible). But now fast forward in the matter of two
22 years they say because of that the time to (inaudible)
23 reject the lease should be the time that they have to
24 (inaudible) the sale agreement and a promissory note.

25 (Inaudible) problems with that theory. The first

1 one and (inaudible) use it as background is (inaudible)
2 Bankruptcy Code. (Inaudible) mischaracterizes (inaudible)
3 anything like that, (inaudible) other than a lease
4 (inaudible). And the Code flatly says (inaudible) ten days.
5 That should be the end of it, but they come up with some
6 case law that I think (inaudible) in a number of respects.

7 First of all, the first case as mentioned which I'm
8 gonna talk about in a second were all (inaudible) or
9 earlier. (Inaudible) motion which was the Court has to
10 (inaudible) and the Court has (inaudible) required to
11 override the mandates in the Code and I know Your Honor is
12 well aware of that. That was established by (inaudible)
13 cited in her papers (inaudible) at page 421 that you can't
14 use the equitable powers (inaudible) to override the
15 mandates of the Code.

16 THE COURT: Mr. Slome, I have your - I have your
17 filings in front of me and there are -- I just wanna be sure
18 I'm looking at the same place that you're describing. Could
19 you help me with the - with the reference? I'm thinking
20 maybe this is pages seven and eight, footnotes six and
21 seven.

22 MR. SLOME: (Inaudible).

23 THE COURT: I just wanna follow along as best I
24 can.

25 MR. SLOME: I apologize, (inaudible) --

1 THE COURT: The (inaudible), okay. I'm sorry. I'm
2 in your motion.

3 MR. SLOME: Page four --

4 THE COURT: Okay.

5 MR. SLOME: Footnote five.

6 THE COURT: All right. All right. Back to you.

7 MR. SLOME: (Inaudible) sort of seems that way to
8 me. So I just wanna point out that (inaudible) better
9 relies on are the (inaudible) and I'll talk about that in a
10 second, but (inaudible) came out.

11 (Inaudible) completely distinguishable (inaudible)
12 in the context of a lot of facts (inaudible) reasoning would
13 come out that (inaudible). So there are (inaudible)
14 decisions which (inaudible) Circuit case which doesn't have
15 to be (inaudible), but it's interesting and the context
16 there there's two (inaudible) contracts in the Seventh
17 Circuit decision.

18 However, none of those contracts (inaudible)
19 contract according to that and that (inaudible). Okay. I
20 get it. I think what this Court (inaudible) thinking about
21 and (inaudible) thinking about is (inaudible) gonna have to
22 be (inaudible) by confirmation. (Inaudible) to the equity
23 (inaudible) situations (inaudible) at the later confirmation
24 deadline as well. And in fact, (inaudible) Bankruptcy Court
25 decisions (inaudible) of the parties and (inaudible). We

1 can't have an agreement without (inaudible) agreement and
2 (inaudible) the debtor must fully reject the lease at the
3 hundred and twenty days which it was back then and either or
4 both they now absolutely have to (inaudible) practical
5 matter (inaudible) legislature to simply override 365 as to
6 leases and say (inaudible). Now, the Seventh Circuit just
7 said that's an interesting issue.

8 The last case (inaudible) contract (inaudible)
9 primarily the (inaudible) contract. Even before there came a
10 (inaudible) became a judgment (inaudible) going one way and
11 the (inaudible). And thirdly, --

12 THE COURT: Mr. Slome, is it enough that the
13 document that - the obligation that you're addressing,
14 clearly an executory contract really doesn't make sense
15 without other contracts too.

16 MR. SLOME: (Inaudible) 2013 contemplated two
17 things happening, selling the business which is (inaudible)
18 and a lease and rather (inaudible) which you typically have
19 because you have to (inaudible). That's what the
20 (inaudible) agreement is. It's not a franchise (inaudible)
21 it's not an executory agreement, it's (inaudible) agreements
22 that were managed ten years ago and (inaudible) promissory
23 note that's a typical promissory note like this (inaudible)
24 executory contract or have a lease (inaudible).

25 Let's just say, Your Honor that (inaudible) the

1 reject the judgment or the promissory note and the
2 settlement agreement and the confirmation makes no sense
3 because there's no executors. The larger gap in facts
4 (inaudible) the lease because they're assigned at the time
5 (inaudible) transaction with other contracts that are
6 (inaudible) if you're out of the Code and just from a
7 rational point I don't see how (inaudible) opposite the
8 debtor's position and (inaudible). I'm happy to answers
9 questions if it's not clear in response to Ms. Kaylie,
10 however Your Honor wants to proceed.

11 THE COURT: No, I think - I think it's helpful now
12 to hear from debtor's Counsel. Ms. Kaylie, please let me
13 hear from you.

14 MS. KAYLIE: Your Honor, can we take a five minute
15 break? I just want to run to the restroom real quickly.

16 THE COURT: Oh for goodness sake, of course. You
17 didn't need to say that on the record. Yes, we now are
18 going to take five for any number of reasons. Yes, of
19 course. We're gonna go off --

20 MS. KAYLIE: Okay. I apologize (inaudible).

21 THE COURT: I did have another matter calendared.
22 If it's gonna be very quickly I might quickly try to hear
23 that matter too. I'll confer with Ms. Jackson. But of
24 course we'll --

25 MS. KAYLIE: (Inaudible).

1 THE COURT: Take a short break.

2 MS. KAYLIE: I apologize.

3 THE COURT: We'll take that --

4 MS. KAYLIE: (Inaudible).

5 THE COURT: And then I need to hear from you. Let
6 me just say in a general way I'm concerned about these
7 points and I - I - I - I think that there may be something
8 to the points that the landlord makes here and I am first in
9 line to cheerlead for a resolution and I was struck by both
10 the substance and the tone of the second half of Mr. Slome's
11 letter saying no thank you to an adjournment, but we want to
12 see a diner continue.

13 I do think it is time for me to do my job and
14 consider this portion of this motion on the merits. So
15 think about that. We'll take our few minutes. I'm grateful
16 too and then we'll be back and then we'll resume, all right?

17 MS. KAYLIE: I appreciate it, Your Honor.

18 THE COURT: Thank you.

19 MS. KAYLIE: (Inaudible).

20 (Off the record).

21 (Recall began).

22 THE CLERK: Recalling the matter of Sid Boys Corp.,
23 21-42207.

24 THE COURT: Thank you. Good to see everyone.
25 We're ready to hear from debtor's Counsel Ms. Kaylie in

1 opposition to that portion of the relief requested by
2 landlord that Mr. Slome has addressed and also to hear you
3 to the extent it is a separate motion in support of your
4 motion number forty-six on the docket, number three on
5 today's calendar seeking a determination that the
6 non-residential real property lease in the case be - not be
7 assumed or rejected and that the time to assume or reject
8 would be under a different section of the Bankruptcy Code.
9 Ms. Kaylie, over to you.

10 MS. KAYLIE: Good afternoon again. Rachel Kaylie,
11 representing the debtor (inaudible) and I have to address
12 much of it, but (inaudible) brought up and he brought it up
13 in other contracts as well. My client did get PPP funding
14 (inaudible), did get PPP funding prior to the (inaudible)
15 happened with that money.

16 THE COURT: Ms. Kaylie, --

17 MS. KAYLIE: Forty percent --

18 THE COURT: Did you say that the debtor received
19 PPP funding prior to the pandemic?

20 MS. KAYLIE: No, during the pandemic.

21 THE COURT: During. Thank you.

22 MS. KAYLIE: Prior to --

23 THE COURT: There was no PPP funding prior. Back
24 to you.

25 MS. KAYLIE: No, no, --

1 THE COURT: I was confused. Got it. Back to you.
2 Thank you.

3 MS. KAYLIE: Prior to the petition during the
4 pandemic.

5 THE COURT: Got it.

6 MS. KAYLIE: If I misspoke I apologize.

7 THE COURT: If I misheard I apologize. Back to
8 you.

9 MS. KAYLIE: I'm sorry. Approximately forty
10 percent of the (inaudible) PPP should have received went to
11 pay the rent. The remaining sixty percent went to pay
12 payroll under the PPP future payroll protection plan. So,
13 Your Honor (inaudible) sixty percent of the money
14 (inaudible) business to run. (Inaudible) forty percent of
15 the PPP went to the landlord (inaudible) other purposes went
16 to rent so my client did attempt to do that so I don't want
17 the Court to think that this PPP loan (inaudible).

18 THE COURT: With respect to the relief that the
19 landlord is seeking I'm not considering that one way or the
20 other and I'm grateful for your response and the bigger
21 picture. I understand why it's important to the debtor to
22 respond to those statements, but I don't think that really
23 affects one way or another whether or not this contract is a
24 contract of the nature that Mr. Slome describes. Back to
25 you.

1 MS. KAYLIE: Right.

2 THE COURT: I hope that's helpful.

3 MS. KAYLIE: Your Honor, (inaudible) which is the
4 subject of the debtor's (inaudible) is that it is part and
5 parcel of the overall (inaudible) business agreement.
6 (Inaudible) which I attach as an exhibit to my opposition
7 and cross motion specifically states in paragraph eighteen
8 that the (inaudible) is that it specifically is part and
9 parcel around (inaudible). Part of that (inaudible) the
10 overall (inaudible) business agreement had (inaudible) and
11 the business itself (inaudible) Kellogg's Diner. Kellogg's
12 Diner has been around for close to a hundred years. It is
13 on the (inaudible) which in and of itself has value because
14 that has been around for so long there's a (inaudible).

15 There is ample case law (inaudible) that the
16 (inaudible) a business name (inaudible) so, therefore, what
17 is part of the (inaudible) business agreement and the
18 (inaudible) referenced in re (inaudible).

19 THE COURT: But there's no doubt --

20 MS. KAYLIE: (Inaudible).

21 THE COURT: That this is not a franchise, isn't
22 that right? That is not a fact that could be --

23 MS. KAYLIE: (Inaudible).

24 THE COURT: Reasonably disputed I think.

25 MS. KAYLIE: Your Honor, I'm not arguing that this

1 is a franchise per se, what I'm arguing is that the concept
2 is very similar. (Inaudible) the number one franchise that
3 would be McDonald's. (Inaudible) the overall business
4 agreement specifically stated that (inaudible) separate and
5 apart from the actual diner business. If you look at
6 Exhibit A in my papers (inaudible) my client is buying in
7 paragraph one (inaudible) and the name Kellogg's Diner. So
8 it's not just that they're just buying a business, it
9 specifically (inaudible) the name Kellogg's Diner.

10 (Inaudible) failed business agreement was the
11 (inaudible) contract. Your Honor, I would argue much to the
12 opposite, (inaudible) executory contract.

13 THE COURT: What are the ongoing duties of the
14 seller?

15 MS. KAYLIE: That's what I'm getting to, Your
16 Honor. So the executory contract is (inaudible) our case
17 and in this case here the seller (inaudible) ongoing
18 obligations. Now I'm not arguing that my client - you know,
19 our client clearly has ongoing obligations, but so does the
20 secured creditor. For instance, (inaudible) obligation of
21 the secured creditor as well as the debtor to execute and
22 deliver any more other instruments that may be required to
23 carry out the terms of this agreement. (Inaudible)
24 possession of such business and (inaudible) and the seller
25 will thereafter and forever defend the purchaser against any

1 claims of any kind or description (inaudible) of such assets
2 or his right to possession (inaudible).

3 THE COURT: So would you argue that any --

4 MS. KAYLIE: The secured --

5 THE COURT: Any - any indemnification type of
6 provision arising from in substance a rep or warranty that
7 you have the ability to sell the thing you are selling
8 return any contract, purchase and sale contract into an
9 executory contract?

10 MS. KAYLIE: I would, Your Honor. In fact,
11 (inaudible) the Court (inaudible) that the average
12 (inaudible) furnished to the debtor of any document
13 including powers of attorney necessary to (inaudible)
14 obligation. (Inaudible) In addition, there are other
15 obligations of the secured creditor. (Inaudible) agreement
16 provides that the secured creditor is forever obligated to
17 defend the purchaser (inaudible) agreement requires the
18 debtor to (inaudible) of a secured (inaudible) any of the
19 collateral (inaudible) equipment covered by the secured
20 security agreement.

21 THE COURT: Ms. Kaylie, this is a 2021 case. Let's
22 say I agree with you, what happens next? Let's say I set a
23 deadline to confirm a plan of December 30th, what happens --

24

25 MS. KAYLIE: Well, Your Honor --

1 THE COURT: Mr. Slome has also argued that as a
2 practical matter there's just no ability in the debtor based
3 on everything we see to address the amounts due here.

4 MS. KAYLIE: Your Honor, (inaudible) that's not the
5 motion that's before us.

6 THE COURT: You can answer - but you may still
7 answer my question if you wish. Remember I began with if
8 you win. You don't have to.

9 MS. KAYLIE: Your Honor, --

10 THE COURT: I mean I can't force you to answer a
11 question, but I can try twice.

12 MS. KAYLIE: Your Honor, if we win (inaudible) part
13 and parcel of the executory contract and the debtor like I
14 said has recently obtained (inaudible) equal to over
15 \$1,000,000 and that we're trying to work out a final
16 settlement.

17 THE COURT: Is that anywhere in the record?

18 MS. KAYLIE: No, Your Honor (inaudible).

19 THE COURT: That the debtor has obtained
20 \$1,000,000?

21 MS. KAYLIE: (Inaudible).

22 THE COURT: The debtor has obtained \$1,000,000, is
23 that in the record?

24 MS. KAYLIE: No, it's not, Your Honor (inaudible).

25 THE COURT: When did the debtor obtain \$1,000,000?

1 MS. KAYLIE: (Inaudible) a couple of days ago.

2 THE COURT: Where is the money now? Is it in the
3 DIP account?

4 MS. KAYLIE: No, not yet, Your Honor.

5 THE COURT: Where is the money?

6 MS. KAYLIE: (Inaudible).

7 THE COURT: Where is the money now? You said the
8 debtor obtained, the debtor, --

9 MS. KAYLIE: (Inaudible).

10 THE COURT: Sid Boys Corp. obtained \$1,000,000.

11 MS. KAYLIE: (Inaudible) be coming in very, very,
12 very soon.

13 THE COURT: So the debtor did not obtain
14 \$1,000,000, is that correct?

15 MS. KAYLIE: (Inaudible) should be coming in in the
16 next couple of weeks.

17 THE COURT: What is --

18 MS. KAYLIE: (Inaudible).

19 THE COURT: The source of the \$1,000,000?

20 MS. KAYLIE: Your Honor, my client says that she
21 has refunds coming to her. I believe it was from some grant
22 that were equal to (inaudible) she's got over \$700,000 in a
23 DIP account so between that --

24 THE COURT: So - so --

25 MS. KAYLIE: And whatever is coming in should give

1 her --

2 THE COURT: So what you're actually describing is
3 \$300,000 of new money?

4 MS. KAYLIE: (Inaudible) in the DIP account.

5 THE COURT: Ms. Kaylie, it makes me sad again to
6 have to remind you of the importance to be precise. We are
7 speaking on the record of a hearing. You said the debtor
8 got \$1,000,000. It turns out what you mean is --

9 MS. KAYLIE: (Inaudible).

10 THE COURT: The account that we know about already
11 in the amended reports plus the money that the source of
12 which we do not know that may arrive in the next few weeks
13 that is a very different thing. I'm sorry to have to say
14 again how important it is not to overstate or misstate even
15 in the best - with the best goals what the situation is
16 because I'm taking - I'm doing my best to take in everything
17 that you are saying and I take it at face value. You tell
18 me the debtor got \$1,000,000.

19 That's not, I think, quite what you meant. Back to
20 you. Please don't - please may I not have to do that again.

21 MS. KAYLIE: I apologize, Your Honor. Let me
22 rephrase that. Between the money she's already got in the
23 DIP account and the refund coming in to her totaling roughly
24 \$300,000 (inaudible) the settlement proposal that was since
25 (inaudible) Mr. Slome chose (inaudible) on October 26th.

1 That is why she has not yet responded to Mr. Slome even
2 though (inaudible) to Mr. Slome's proposed settlement is
3 (inaudible) that time about the money coming in.

4 However, she had found out within the last couple
5 of days and (inaudible) today that (inaudible) DIP account
6 and (inaudible) as what I believe is a refund (inaudible) to
7 pay on the proposed settlement.

8 THE COURT: Well, would that pay -- is -- to -- to
9 be more precise if the debtor has -- if I -- if I conclude --
10 well, the request to find that this is deemed rejected
11 there's an amount that would be necessary to cure in order
12 to assume what is that amount so far as you know as debtor's
13 Counsel to cure in order to assume?

14 MS. KAYLIE: To cure the (inaudible) is
15 approximately \$440,000.

16 THE COURT: To cure the pre-petition and
17 post-petition amounts due to the landlord how much is that?

18 MS. KAYLIE: (Inaudible) and it's approximately
19 \$440,000.

20 THE COURT: Mr. Slome, do you agree?

21 MS. KAYLIE: (Inaudible).

22 THE COURT: What's the amount that's due here in
23 order to cure and assume?

24 MR. SLOME: (Inaudible) sort of radiating into
25 settlement discussions, but if Ms. Kaylie is okay with it --

1 THE COURT: We can stay with my questions for now
2 if that's - if that's easier and otherwise I'll leave it to
3 the parties and we can go off the record after the parties
4 have argued if that serves a useful purpose, but, Mr. Slome
5 I wanna have a sense of that amount. A lot of numbers are
6 being thrown around.

7 MR. SLOME: Approximately to cure the lease arrears
8 is about \$450,000 plus legal fees. (Inaudible) \$500,000 on
9 the lease. For insurance we don't believe that the debtor
10 (inaudible) additional amount I'll (inaudible) what I think
11 it is and it's as large an amount so (inaudible). So if the
12 debtor had (inaudible) show us is available (inaudible) can
13 get a deal done and (inaudible), but I was hopeful with Mr.
14 Morgan and Ms. Morgan that we would get some of the details.
15 (Inaudible) so, you know, (inaudible) just based on the last
16 fifteen months post-petition.

17 THE COURT: All right.

18 MR. SLOME: (Inaudible) settlement conference now
19 in the middle of oral argument.

20 THE COURT: No, no, no, no, no. You're on the
21 record. I need to hear back from - I need to hear from Ms.
22 Kaylie. I have a sense of order of magnitude of numbers
23 which - because of course the question is whether the debtor
24 even has the ability to assume. Most creditors are happy to
25 be paid in full and we talked about hundred percent plans

1 earlier.

2 Ms. Kaylie, back to you and - and - and we'll
3 refocus now or focus back on your opposition to the motion
4 which is - which seeks a finding of this Court that the loan
5 - excuse me, the lease should be deemed rejected. Back to
6 you, Ms. Kaylie. Thank you, Mr. Slome.

7 MS. KAYLIE: Your Honor, (inaudible) overall to the
8 failed business agreement, specifically (inaudible) not
9 separate from (inaudible) and I have a few more of ongoing
10 obligations of the landlord that (inaudible) secured
11 creditor which (inaudible) business agreement an executory
12 contract of which (inaudible). Therefore, (inaudible)
13 contract then it's valid.

14 THE COURT: Well, Ms. Kaylie what if I am persuaded
15 that there could be some ongoing obligations or I decide to
16 take a broad view of that, since I think I would take a
17 somewhat broad view, but - but don't agree that one
18 executory contract necessarily brings along others or I
19 think as Mr. Slome put it would read some sections of the
20 Bankruptcy Code specifically concerning non-residential
21 leases out of the Code. I mean that's a problem. There are
22 specific provisions in the Code that put parties on notice,
23 debtors, landlords that non-residential leases have
24 additional requirements and here we are.

25 MS. KAYLIE: (Inaudible) respond to that

1 (inaudible) from the debtor. Your Honor, (inaudible) very
2 specific language (inaudible) specifically stated in
3 paragraph eighteen (inaudible).

4 THE COURT: Failed business agreement at paragraph
5 eighteen says -- my copy I - I usually am not in a position
6 to be able to show parties my copy, but the copy that was
7 filed is, is somewhat challenging to read.

8 MS. KAYLIE: I apologize, Your Honor. My copy is a
9 copy of a copy, it's a very old document so --

10 THE COURT: Something security agreement --

11 MS. KAYLIE: The copy the Court has --

12 THE COURT: For \$2,000,000 --

13 MS. KAYLIE: (Inaudible) copy as well.

14 THE COURT: There's paragraph eighteen, now I'll
15 sound silly, comes after seventeen and before nineteen and
16 those numbers are clear although the text is not very clear.
17 This is at page five, sale of business agreement. Paragraph
18 eighteen says -- can you read it into the record please?

19 MS. KAYLIE: (Inaudible).

20 THE COURT: Agreement -- okay.

21 MS. KAYLIE: (Inaudible).

22 THE COURT: I'm sorry. Agreements made a part
23 hereof note and security agreement and --

24 MS. KAYLIE: (Inaudible).

25 THE COURT: So how -- where does that leave those

1 requirements of the Bankruptcy Code that specifically
2 concern non-residential leases? Does it -- you know, the
3 parties --

4 MS. KAYLIE: Your Honor, --

5 THE COURT: Can't contract out of the Code.

6 MS. KAYLIE: (Inaudible) who is opening a
7 restaurant or a salad store (inaudible) not buying the
8 (inaudible). This was a purchase of a business and part of
9 that business is (inaudible) promissory note which is the
10 plain language of the contract, (inaudible) parts thereof.
11 We are not (inaudible) leases.

12 My client did not say (inaudible) to open it
13 somewhere else, she specifically bought the business which
14 includes the promissory note on the lease. It's the plain
15 language of the contract, it speaks for itself. If they
16 wanted the lease to be separate whoever drafted this
17 agreement should have then said that the lease is a separate
18 agreement and is not a part thereof, but they didn't, they
19 chose to say specifically it's a part thereof.

20 THE COURT: What does the lease say?

21 MS. KAYLIE: (Inaudible).

22 THE COURT: What does the lease say?

23 MS. KAYLIE: (Inaudible).

24 THE COURT: So if you pick up the lease and read it

25 --

1 MS. KAYLIE: (Inaudible).

2 THE COURT: From the first line to the last line
3 this information is not there. Don't you think that --

4 MS. KAYLIE: (Inaudible).

5 THE COURT: Don't you think that --

6 MS. KAYLIE: (Inaudible).

7 THE COURT: It doesn't address it either way, does
8 it?

9 MS. KAYLIE: (Inaudible).

10 THE COURT: Ms. Kaylie, what if there's some other
11 agreement --

12 MS. KAYLIE: (Inaudible).

13 THE COURT: Somewhere that says something else?

14 MS. KAYLIE: (Inaudible).

15 THE COURT: What if there's some other agreement
16 somewhere that says something else?

17 MS. KAYLIE: (Inaudible) and don't buy the
18 business.

19 THE COURT: The --

20 MS. KAYLIE: (Inaudible) buy a business and then
21 (inaudible) specific location. She could have - she could
22 have (inaudible).

23 THE COURT: So let's say that --

24 MS. KAYLIE: But she didn't, she --

25 THE COURT: I decide that there's enough to each of

1 your arguments that the right way to proceed would be to set
2 a deadline to confirm a plan which would require addressing
3 all of these agreements of the end of the year so we have
4 the finality that the debtor --

5 MS. KAYLIE: (Inaudible).

6 THE COURT: We have the finality that the landlord
7 is seeking and we have a window in this case filed back in
8 2021 for the debtor, but we also know that we are done at
9 that point because you've indicated you'll have - you've got
10 the funding, you'll have the funding and - and fine, if
11 that's all true it's -- you know, we're certainly always
12 eager to see businesses reorganize and creditors get paid
13 and your letter and Mr. Slome's letter do intersect and one
14 overlap in their objectives in one way.

15 You both indicate that you'd like to see the diner
16 continue as a diner. What -- how - how do you respond to
17 that?

18 MS. KAYLIE: Your Honor, I think that would be
19 (inaudible).

20 THE COURT: I mean I think it would -- there are --
21 you both made good points. I'm concerned that the lease on
22 its four corners does seem to trigger some of the
23 requirements of the Bankruptcy Code including time limits
24 that are important and they're there for a reason and one of
25 the reasons that -- you know, there was a lot of legislative

1 history behind those amendments as I'm recalling generally.
2 But - but then we have this context of other transactions
3 and a one directional reference not in the operative
4 document which for today's purposes is the lease, but in a
5 different document.

6 That's some - that's -- you know, there's - there's
7 - there's things to consider on both sides of that question.
8 Even if the documents are hard to read we can decipher them.

9 But the only way that would make sense would seem
10 to be consistent with everything else that's part of this
11 picture a hard firm deadline that the lease would be deemed
12 rejected unless a plan is confirmed by two weeks, a month,
13 the end of the year, I don't know. I would probably have to
14 think about and hear from the parties on that, but --

15 MS. KAYLIE: (Inaudible).

16 THE COURT: I think that may be right. Do we have
17 a deadline to confirm a plan? What happens the day after if
18 a plan is not confirmed other than it's New Year's Eve?

19 MS. KAYLIE: (Inaudible).

20 THE COURT: I think at this point there may be an
21 aspect to this that I've seen in many other cases which is
22 yes, in substance be careful what you wish for, but at the
23 same time sometimes you just need to be done, you need to be
24 done, you need to know, you need to have a timeframe and a
25 deadline and to know what's going to happen next. So back

1 to you, Ms. Kaylie.

2 MS. KAYLIE: (Inaudible) I believe it was December
3 30th was the deadline.

4 THE COURT: I think that's - I think that's right.

5 MS. KAYLIE: It was either the 30th or the 31st, I
6 don't remember.

7 THE COURT: The 31st is technically I think a
8 federal holiday and I don't set deadlines on federal
9 holidays. At least I try very hard to avoid it. So I'm
10 looking at our notes about status. All right.

11 MS. KAYLIE: I believe it was December 30th if I
12 remember correctly.

13 THE COURT: So, Ms. Kaylie I've got your
14 submissions, your - your - both your arguments and your
15 response to my question would help. Is there anything else
16 you'd like to address before we go back to Mr. Slome and
17 then I may take my other -- do we have my other matter to be
18 heard?

19 THE CLERK: Yes.

20 THE COURT: We do have another matter so I could
21 Zoom you into a room for a few minutes. I'm not gonna give
22 you a decision today. My anticipation is to give you an
23 oral decision as soon as next week, maybe early next week.
24 Friday is a federal holiday so I have to keep reminding
25 myself this week is shorter than it feels. Today is the end

1 of the week for us. But that - you know, that's one path.

2 I'm - I'm - I guess I have the blessing and the
3 curse of great optimism whenever - whenever I think there
4 could be some common ground and here again I see it in this
5 arguable common interest in - as interesting as these
6 technical issues are and they are both interesting and
7 somewhat technical, you know, an ongoing business. Anything
8 - anything further, Ms. Kaylie either in support of your
9 cross motion --

10 MS. KAYLIE: (Inaudible).

11 THE COURT: Or --

12 MS. KAYLIE: Oh, I'm sorry. Rachel Kaylie for the
13 debtor. Your Honor, I would (inaudible), you know, set a
14 deadline to confirm a plan that would be very helpful in
15 this situation and (inaudible) I think that might be
16 something that the debtor can work with.

17 THE COURT: I mean it would be something like a
18 deadline and then in the -- if there's no plan confirmed
19 then the next day, the next business day the lease would be
20 deemed rejected and the landlord would have stayed relief.
21 I think an agreement along those lines is certainly
22 something I would consider. People might need to talk to
23 their clients. Mr. Slome?

24 MR. SLOME: Thomas Slome for the landlord
25 (inaudible). There are two points I wanna make and one

1 thing that came up which I think (inaudible) indemnity which
2 has never been called upon which is not (inaudible) very
3 confident that if there was (inaudible).

4 (Inaudible) actually pull up the rest of the cases
5 right now, but if Your Honor feels that it's important I
6 definitely can establish that, that's not an issue.

7 The point of fact is (inaudible) paragraph eighteen
8 it's just saying (inaudible) attachments made a part
9 thereof. It's not a typical sale agreement with clauses.
10 (Inaudible) that have to be (inaudible) of the lease
11 (inaudible). There's no such agreement that ever existed
12 like that. (Inaudible) executory obligation (inaudible)
13 landlord missed it.

14 (Inaudible) statute of limitations. First of all,
15 (inaudible) never will and it mentions (inaudible) all the
16 cases this case relies on. It's why other contracts
17 (inaudible) deadline or predominant contract.

18 THE COURT: I'm sorry, say that again. It's the
19 what contract?

20 MR. SLOME: There are two cases that Ms. Kaylie
21 relies on, the Seventh Circuit (inaudible) executory
22 contract (inaudible) contract.

23 THE COURT: The franchise, right.

24 MR. SLOME: The franchise agreement. And if you
25 read the decision you'll see that that goes to the lease.

1 The lease - the franchise agreement (inaudible) and each gas
2 station has a lease. So that I can see her argument
3 (inaudible).

4 Now, when Your Honor suggests, and I know Your
5 Honor likes to see deals made, you know, I would go back to
6 my client and I would suggest the following if we have a
7 hard deadline which cannot be extended of December 30th that
8 a plan has to be confirmed otherwise the lease is then
9 rejected and the landlord (inaudible).

10 THE COURT: I mean the Code --

11 MR. SLOME: (Inaudible).

12 THE COURT: Uses the word immediately. We've
13 checked that a couple of times to be sure. It's an unusual
14 - not a lot of adjectives in the Code. Back to you.

15 MR. SLOME: Your Honor, I would suggest (inaudible)
16 regardless of how you decide (inaudible) can get a buyer
17 lined up and operate it and so we're not worried about that
18 and if the debtor operates it and comes up with enough money
19 then (inaudible) let the debtor operate. We just don't want
20 to set up a deferred situation and be back here (inaudible).
21 It's very frustrating. That's the (inaudible). They can
22 confirm a plan and (inaudible) not to be extended, they
23 confirm, (inaudible) entered, doesn't have to be effective
24 (inaudible) rejected and has to be surrendered immediately.

25 THE COURT: All right.

1 MR. SLOME: I think there's valid argument --

2 THE COURT: I think so. It's been very helpful to
3 the Court because there's almost two parallel universes here
4 of the documents, the agreements, the - if someone's got a
5 better copy could they please file it? The - the difficult
6 to read, but we get there every time squinting, but yes,
7 documents made a part or agreements made a part hereof,
8 three bullet points, and then separately something else and
9 so - anyway, and as I've told you I'm - I'm gonna - I'm
10 prepared to close the record today on this aspect of the
11 motion, get to work on my decision and then give it to you
12 as promptly as possible, I'm hoping next week. And we're
13 struggling a little bit because we got a long - we got a lot
14 of pretty full days next week, but - but I think what I --
15 excuse me one second.

16 I think we're gonna do this just because we do have
17 parties waiting patiently and I have a clock in the back of
18 my Courtroom that has not been reset for the time change so
19 I keep thinking it's even later than it is. It is not two
20 minutes of 5:00, it's two minutes of 4:00, but we're gonna
21 invite you into Zoom or when you can excuse yourselves to
22 call anyone you feel like calling, but I'm - you know, I'll
23 take an agreement on those terms on the record today, but I
24 don't think that's likely. Just - yeah, probably just
25 attorneys make sense. I don't think Ms. Latif needs to be

1 part of this. You can sort out who should talk with whom.

2 I need to call - we need to call the next matter
3 and then come back, do our best to find a date to get you a
4 decision on this question which I think raises a number of -
5 of legal issues and you'll give me something interesting to
6 work on.

7 But the one thing we need now is a path forward
8 that is firm and definite and gets you a decision on this
9 motion or a context in which to get an agreement in a period
10 of days and then a resolution from the standpoint of if
11 there is an agreement, a hard, a confidence inspiring
12 resolution with consequences, you know, within a period of
13 not days, but weeks or, you know, I'm looking year end, I
14 don't know, it seems to make some sense perhaps.

15 So that's - so that's what we're doing next. You
16 have a second call. If you were here in person I would send
17 you into that conference room.

18 MS. KAYLIE: Your Honor, --

19 THE COURT: Yes, Ms. Kaylie anything further?

20 MS. KAYLIE: (Inaudible) I would actually prefer to
21 (inaudible) or something because I need time with my client
22 (inaudible).

23 THE COURT: Then you can just keep everything on
24 mute, but we're going to proceed as I've indicated and I
25 encourage you not to waste an opportunity. You may not have

1 many more.

2 MS. KAYLIE: Okay.

3 THE COURT: We're a -- I can see the end of the
4 road on this. One way or another you need a decision,
5 you're going to get it, you're going to get it soon. And I
6 -- and delay is the one thing that will not move this matter
7 forward nor that I -- and it's also something that I really
8 cannot accommodate at this point, it needs to be - it needs
9 to make sense.

10 So you can speak if you wish first to speak with
11 your client, that's fine too. Let Ms. Jackson call the
12 other matter, you have a second call. And please use this
13 as an opportunity, there's really no reason not to. All
14 right. I leave it to the parties whether the State Court
15 Counsel should be part of this.

16 Again, I'm so sorry you weren't able to come in
17 person because it would be so much easier to say there's a
18 conference room, there's the jury room and there's the
19 corridor. You can inform Ms. Jackson who can e-mail you
20 perhaps or something. All right. Let's move to the next
21 matter.

22 (Off the record).

23 (Recall began).

24 THE CLERK: Recalling the matters of Sid Boys
25 Corp., 21-42207.

1 THE COURT: All right. Good afternoon again. This
2 is Judge Stong. I understand it's a good opportunity to go
3 back on the record, see if there's anything further to add
4 and then figure out the right path forward. Let's hear from
5 Mr. Slome. You're the one in my screen, you get to go
6 first. Thank you.

7 MR. SLOME: Thank you, Judge. Thomas Slome, for
8 the landlord and the judgment creditor. (Inaudible) so I
9 can't tell you if there's going to be (inaudible) early next
10 week. What I just wanted to talk about was (inaudible)
11 suggestions to see if our clients might be interested in,
12 you know, (inaudible) rejected as of December 30th if that
13 plan is confirmed that's gonna be (inaudible). Our clients
14 would not object to a combining of (inaudible) and
15 confirmation hearing. (Inaudible), but I understand why Ms.
16 Kaylie would want that because it might be possible
17 (inaudible) if she wasn't able to combine it and I think on
18 this case (inaudible). I shouldn't say that.

19 I think (inaudible) type of plan that's (inaudible)
20 my client and that's what I'd recommend to them. The order
21 that has been entered now, you know, (inaudible) would
22 require the surrender of the diner to the landlord
23 (inaudible). Ms. Kaylie then asked that (inaudible) couple
24 of weeks after that date to just take care of business, copy
25 records or whatever, (inaudible) get new jobs and I said

1 those (inaudible) happened. (Inaudible) obviously my
2 clients (inaudible) and, you know, (inaudible) take pictures
3 and then they (inaudible) any damage. (Inaudible) there
4 would be no damage and again, (inaudible) that would be one
5 way to (inaudible).

6 (Inaudible) settling which I don't wanna get into
7 (inaudible) any such plan should be (inaudible) effective
8 date to a certain amount (inaudible) and the note arrears.
9 We're very firm the diner would have to pay mortgage
10 payments timely and normal rent payments only and, you know,
11 (inaudible) that it's possible the diner will have
12 sufficient cash flow to (inaudible) make under the plan and
13 there's a (inaudible) we don't end up back (inaudible)
14 Chapter 11. So that's sort of the gist of what we talked
15 about and (inaudible) kind of thing, (inaudible) my client
16 and Ms. Kaylie will talk to her client about. Ms. Kaylie
17 (inaudible).

18 THE COURT: Ms. Kaylie?

19 MS. KAYLIE: Rachel Kaylie for the debtor for the
20 record. Your Honor, (inaudible) just found out a lot of
21 this today so I obviously would need time to speak with my
22 client and with the accountant as would Mr. Slome with his
23 client. You know, I'm sure my client and everybody agrees
24 that (inaudible) understand that. (Inaudible) disclosure
25 statement and (inaudible), but I don't think there's any

1 changes to it (inaudible) everybody but the landlord. I
2 also don't know the (inaudible) --

3 THE COURT: I'm sorry, when you say the disclosure
4 statement is the idea that we would have a combined hearing
5 in the context of a consensual plan on a - on an amended
6 disclosure statement and a confirmation of the plan and we
7 have a preliminary approval of the amended disclosure
8 statement or that we would just do away with the requirement
9 of a disclosure statement entirely?

10 MS. KAYLIE: No, no, no, we're (inaudible). In
11 other words, I believe (inaudible) we were supposed to have
12 (inaudible) disclosure statement here on December I believe
13 15th and then the 30th was the confirmation. I'm
14 (inaudible) that doing combined (inaudible) waste any legal
15 fees on something that isn't going to happen then, you know,
16 my client's already spent so much on legal fees I don't
17 wanna waste (inaudible) resources. (Inaudible) to do an
18 amended disclosure, I'm just saying the time for the amended
19 disclosure should be combined with the hearing on the
20 confirmation of the plan.

21 THE COURT: Ms. Kaylie, when we get to the point
22 that that's the only thing to talk about in this case we'll
23 be at a very good point indeed.

24 MS. KAYLIE: I would be hopeful.

25 THE COURT: So I think you've really described the

1 outlines of something that will give this situation the best
2 possible opportunity to succeed as a reorganization. I have
3 separately the legal issues that you briefed and now argued
4 and the factual record including the blurry, but readable
5 though only barely document.

6 Mr. Gottesman, anything to add on the record? It
7 sounds like you were very helpful off the record. I'm glad
8 to know that. It takes a village --

9 MR. GOTTESMAN: (Inaudible) I'll just say one
10 thing, we're supportive of (inaudible) support that. I
11 understand that there are issues between the debtor and the
12 landlord that need to get worked out (inaudible) support
13 that process and the new process.

14 THE COURT: All right. When do you think would be
15 a productive time for me to set the deadline for the parties
16 to file a status letter indicating whether the matter, the
17 issue that has been now argued to the Court has been
18 resolved as part of a settlement?

19 I would need you to agree that it resolved by the
20 way. If one side says yes and the other side says no that
21 is not what I would view as an agreement. How much - how
22 much time makes sense for that? You have clients you need
23 to speak with, you need to speak with each other, you need
24 to be at a comfort level that if there is an agreement that
25 it's an agreement, not just a good sense of what an

1 agreement might look like.

2 That won't - that - I don't think that will satisfy
3 anybody perhaps even including me. Mr. Slome, what's your
4 sense of the timing? When shall I ask you to tell me that?

5 MR. SLOME: Your Honor, (inaudible) separate status
6 and that's depending on whether we can (inaudible). At some
7 point (inaudible) I think we are going to have an order as
8 maybe attached to the joint letter if we don't have an
9 agreement on the order. If we don't and need a few more
10 days we will tell Your Honor.

11 And honestly Your Honor may have questions about it
12 so I don't mean to be presumptuous if you had time after
13 that, you know, (inaudible) the week of the 21st to talk
14 about it and if you'd like to get an order entered
15 (inaudible) because at that point Ms. Kaylie has to move
16 rather rapidly on her combined (inaudible).

17 THE COURT: Absolutely.

18 MR. SLOME: (Inaudible).

19 THE COURT: And I'm fine with -- everything else -
20 you know, if everything else comes together on consent a
21 combined hearing, conditional approval and then final
22 approval and confirmation is fine with me. So, Ms. Kaylie
23 does that timeframe sound about right to you? Parties to
24 file status letter on --

25 MS. KAYLIE: I'm sorry, Your Honor, I apologize.

1 THE COURT: Oh.

2 MS. KAYLIE: Rachel Kaylie for the debtor. Your
3 Honor, as far as (inaudible) order to submit I would
4 (inaudible) the 18th I have a conflict, I have an order on
5 an appeal in the Appellate Division in State Court so I
6 would ask for (inaudible), but I'm not available the 18th.

7 THE COURT: Fine. Status letter and proposed - it
8 would be I guess a stipulation and a proposed order if
9 appropriate. Don't wait until Wednesday night to start
10 writing that because I think you'll see whether this works.
11 It's - when you see if you can get the words on a piece of
12 paper. Stipulation and proposed order if appropriate by
13 17th. And then --

14 MS. KAYLIE: The 17th is fine with me.

15 THE COURT: Sorry?

16 MS. KAYLIE: I said the 17th is fine with me.

17 THE COURT: Okay, good. And then we won't say come
18 back on the 18th because you'll need to breathe and you'll
19 need to argue, you'll be busy. What department are you in,
20 Ms. Kaylie?

21 MS. KAYLIE: (Inaudible) the State Court
22 (inaudible).

23 THE COURT: It's around the corner.

24 MS. KAYLIE: (Inaudible).

25 THE COURT: I'm on Rowe Place, you'll be in the

1 neighborhood of our Courthouse.

2 MS. KAYLIE: I will be in the neighborhood. It's
3 actually (inaudible).

4 THE COURT: Oh, my goodness. I do see people going
5 in and out of that building.

6 MS. KAYLIE: (Inaudible).

7 THE COURT: So I'm looking at the next week which
8 is kind of a mess of a week because it's a short week.
9 We've got - I mean you could join my eighty-six Chapter 13
10 matters on Monday, but that's probably not where you wanna
11 be. We already have morning and afternoon on Tuesday. The
12 day before Thanksgiving is not a day I'm inclined to commit
13 to, to ask you to commit to being at a hearing. Maybe
14 November 30th. That would be a - that looks like a
15 strangely open day for me. Ms. Jackson, what am I missing?

16 MR. SLOME: Your Honor, may I make a suggestion?

17 THE COURT: Yes, please.

18 MR. SLOME: (Inaudible) is that if the letter, you
19 know, it's 5:00 on the 16th and if you have any time on the
20 17th (inaudible) Your Honor may look at it and (inaudible)
21 then the order could get entered on the 17th and we're off
22 to the races (inaudible) is possible, but (inaudible).
23 (Inaudible) the 17th and Your Honor's availability for --

24 MS. KAYLIE: I'm not -- Rachel Kaylie for the
25 debtor for the record. I have multiple conflicts on the

1 17th so --

2 THE COURT: It's a good -- it's -- well, if you've
3 got, if you've got what you need to have by the 17th we can
4 figure out a way to get -- you don't - I don't know that you
5 need time in front of me in order to be working on that plan
6 and disclosure statement which will be part and parcel of
7 that agreement indirectly I suppose. 17th, 18th don't work.
8 Then the next week is the short week. The date I was going
9 to say that is - well, I just said it actually. The 30th is
10 a day when I have time.

11 If I need to be ruling on this I can give you a
12 ruling by then. If I don't need - and I - and if I don't
13 need to be ruling on this and we need to set a telephonic
14 conference as promptly as possible or something like that
15 you could request that in the letter. As a holding date I'm
16 gonna suggest November 30th at 2:00.

17 MR. SLOME: That's fine, Judge.

18 THE COURT: And we can --

19 MS. KAYLIE: That's fine for me, Your Honor.

20 THE COURT: Set something in response to a request
21 that is joint and makes sense. We will do everything we can
22 to meet the needs of the case and facilitate this moving
23 forward in a productive way.

24 So first, thank you again. Second, hold this -
25 please hold these good thoughts. Third, for a holding date

1 November 30th at 2:00. I assume it's by video. I tried to
2 get you in person, it didn't work, but this has been the
3 next best thing thanks to your efforts. Thank you, thank
4 you.

5 MS. KAYLIE: Your Honor, if it's November 30th I
6 can do it in person if you prefer.

7 THE COURT: Let's try, let's try. I think we got a
8 lot to learn what's going to happen between now and then.
9 That'll all be subject to confirmation, but the date and
10 time is gonna be November 30th at 2:00. Yes?

11 MALE VOICE 1: (Inaudible) 10:00 hearing that I
12 have (inaudible) I represent all the parishes and
13 (inaudible), but I'm not sure how I can do it and be in
14 Brooklyn at 2:00. If the virtual software is working as
15 much as the parties would like to be in person this time I
16 would like to make the request to keep it virtual.

17 THE COURT: I expect that we will do our best to
18 meet the needs of the parties including if - including the
19 need you've just described. If before then we've had a
20 telephonic hearing and I've taken the good news of your
21 comprehensive global resolution on the record we may not
22 even need this date, we may be looking at a different date
23 although I suppose at some point we'd have to have the
24 conditional approval of the disclosure statement as long as
25 we're continuing to put the cart before the horse. But good

1 point and we will of course do what we need to accommodate.
2 I gather that is an in - that is a virtual hearing? You're
3 not gonna be --

4 MALE VOICE 1: That's right.

5 THE COURT: Across the river?

6 MALE VOICE 1: No, that's virtual.

7 THE COURT: Okay.

8 MALE VOICE 1: (Inaudible) I apologize.

9 THE COURT: All right. So that's what we're doing
10 as for today. It comes down to marking the docket. I've
11 noted your appearances. The case management conference is
12 adjourned for holding date purposes November 30th at 2:00
13 p.m. likely on video.

14 With respect to the motion of - the two motions
15 really of the debtor and the landlord parties to submit
16 status letter and stipulation and proposed order if
17 appropriate by November 17th because I do think sooner is
18 better than later on that and we have a holding date of the
19 30th to adjustment - to adjust if we need to. Same with
20 debtor's cross motion, motion to withdraw as Counsel
21 granted, settle order seven days' notice on all parties
22 entitled to notice. That helps address some of the arguable
23 shortcomings and the notice of that motion so that's off the
24 calendar and that's it. All right. You have got your work
25 cut out. Thank you very much and good luck.

1 MR. SLOME: Thank you, Your Honor.

2 MS. KAYLIE: Thank you. I appreciate all your
3 efforts.

4 THE COURT: Thank you back.

5 MR. SLOME: Thank you, Your Honor.

6 THE COURT: And I, yours.

7 THE CLERK: The hearing is concluded. I'll stop
8 the recording. Thank you.

9 [Proceedings concluded]

10

11

12

13

14

15

16

17

18

19

20

21

22

23

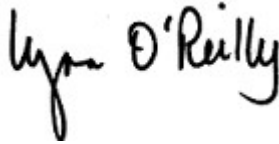
24

25

C E R T I F I C A T E

I, Lynn O'Reilly, certify that the foregoing transcript is a true and accurate record of the proceedings.

Signature:

A handwritten signature in black ink that reads "Lynn O'Reilly". The signature is written in a cursive, flowing style.

ADL Transcription Services

24 Crossway Drive

Deer Park, New York 11729

Date: November 15, 2022

< Dates >

February 17th, 2022 20:9**March 21st** 20:11**March 25th** 20:13, 20:17**November 10, 2022** 1:7**November 15, 2022** 63:12**November 17th** 61:18**October 26th** 10:2, 10:24,
37:1**October 8th** 14:7**September, 2022** 6:5**\$1,000,000** 34:16, 34:21,
34:23, 35:1, 35:11, 35:15,
35:20, 36:9, 36:19**\$2,000,000** 40:13**\$300,000** 36:4, 36:25**\$440,000** 37:16, 37:20**\$450,000** 38:9**\$500,000** 38:9**\$700,000** 35:23****audio** 3:2-----
-X 1:3, 1:9

< 1 >

1 60:12, 61:5, 61:7, 61:9**100** 1:35**10014** 1:31**1006** 1:30**10709** 1:42**10:00** 60:12**10th** 20:10**11** 6:8, 19:15, 53:15**11201** 1:46**11235** 1:26**11530** 1:36**11729** 2:7, 63:11**11th** 20:21**12th** 1:45**13** 58:10**15th** 54:14**16th** 58:20**1702** 1:25**17th** 57:14, 57:15, 57:17,
58:21, 58:22, 58:24, 59:2,
59:4, 59:8**18th** 57:5, 57:7, 57:19, 59:8

< 2 >

201 1:30**2013** 19:7, 23:11, 23:17, 26:17**2021** 19:13, 33:22, 43:9**205** 1:25**21-42207** 1:4, 3:5, 28:24, 52:1**21st** 56:14**24** 2:6, 63:10**274** 1:41**277-7900** 2:8**2:00** 59:17, 60:2, 60:11, 60:15,
61:13

< 3 >

300 1:45**30th** 6:8, 33:24, 45:4, 45:6,
45:12, 48:8, 52:13, 54:14,
58:15, 59:10, 59:17, 60:2,
60:6, 60:11, 61:13, 61:20**31st** 45:6, 45:8**365** 26:6

< 4 >

421 24:14**4:00** 49:21**4E** 1:20

< 5 >

514 1:33, 4:5, 4:8, 4:21, 4:24,
18:18**518** 1:34, 4:6, 4:24, 18:19**5:00** 14:7, 49:21, 58:20

< 6 >

6 1:41**60607** 1:21**631** 2:8

< 7 >

7 17:20

< 9 >

900 1:20**[proceedings** 62:10

< A >

A. 5:3**ABBAS** 1:28**ability** 33:8, 34:3, 38:25**able** 16:17, 18:6, 40:7, 51:17,
52:18**absence** 16:5**absent** 13:4**Absolutely** 26:5, 56:18**accommodate** 18:3, 51:9,
61:2**accomplish** 8:23**according** 25:20**Accordingly** 13:25**account** 15:5, 35:4, 35:24,
36:5, 36:11, 36:24, 37:6**accountant** 7:14, 7:15, 10:8,
53:23**accurate** 11:1, 63:4**Across** 61:6**actual** 32:6**actually** 7:1, 15:22, 16:16,
36:3, 47:5, 50:21, 58:4,
59:10**add** 9:2, 9:8, 11:19, 12:13,
12:25, 21:16, 52:4, 55:7**addition** 33:15**additional** 38:11, 39:25**address** 6:11, 6:12, 18:25,
29:12, 34:4, 42:8, 45:17,
61:23**addressed** 29:3**addressing** 5:10, 26:14, 43:3**adequacy** 14:8**adjectives** 48:15**adjourn** 17:25**adjourned** 19:24, 61:13**adjournment** 28:12**adjust** 61:20**adjustment** 61:20**ADL** 2:5, 63:9**administratively** 12:5**affairs** 19:21**affects** 30:24**affidavit** 13:19**afternoon** 3:12, 3:15, 3:18,
4:2, 4:15, 5:4, 5:18, 11:12,
29:11, 52:2, 58:12**ago** 5:21, 8:11, 10:4, 10:16,
26:23, 35:2**agree** 23:20, 33:23, 37:21,
39:18, 55:20**Agreement** 23:25, 26:2,
26:21, 26:22, 27:3, 31:6,
31:11, 31:18, 32:5, 32:11,
32:24, 33:16, 33:18, 33:21,
39:9, 39:12, 40:5, 40:11,
40:18, 40:21, 40:24, 41:18,
41:19, 42:12, 42:16, 46:22,
47:10, 47:12, 47:25, 48:2,
49:24, 50:10, 50:12, 55:22,
55:25, 56:1, 56:2, 56:10,
59:8**Agreements** 26:22, 40:23,
43:4, 49:5, 49:8**agrees** 53:24**ALANNA** 1:18**almost** 49:4**already** 13:5, 36:11, 36:23,
54:17, 58:12**although** 3:8, 40:17, 60:24
amended 22:1, 36:12, 54:6,
54:8, 54:19**amendments** 44:2**Amer** 1:28, 5:3, 5:5, 11:13**among** 18:1**amount** 37:12, 37:13, 37:23,
38:6, 38:11, 38:12, 53:9**amounts** 34:4, 37:18**ample** 31:16**and/or** 14:1**answer** 14:21, 34:7, 34:8,
34:11**answers** 27:9**anticipation** 45:23**anybody** 56:4**anyway** 49:10**apart** 32:6**Apologies** 4:25, 11:11**apologize** 5:23, 7:10, 25:1,
27:21, 28:3, 30:7, 30:8,
36:22, 40:9, 57:1, 61:9**appeal** 57:6**appear** 11:23**appearance** 4:1**APPEARANCES** 1:15, 2:1,
3:13, 61:12**appearing** 3:19, 18:2

Appellate 57:6	25:7, 26:4, 28:17, 29:24,	60:15	Change 11:24, 11:25, 14:6,
appreciate 15:23, 28:18, 62:3	30:2, 30:8, 30:25, 36:20,	brought 20:7, 29:13	49:19
appropriate 6:10, 14:9, 16:9,	38:22, 39:3, 39:4, 39:6,	Building 1:29, 58:6	changed 12:2
57:10, 57:13, 61:18	43:8, 45:1, 45:17, 48:6,	bullet 49:9	changes 54:2
approval 54:8, 56:22, 56:23,	48:15, 48:21, 49:18, 50:4,	business 26:18, 30:15, 31:6,	Chapter 6:8, 17:20, 19:15,
60:25	52:4, 53:14, 57:19, 62:5	31:11, 31:12, 31:17, 31:18,	53:15, 58:10
Approximately 30:10, 37:16,	background 7:10, 18:22, 24:2	32:4, 32:6, 32:9, 32:11,	characterizing 10:23
37:19, 38:8	bankrupt 20:10	32:25, 39:9, 39:12, 40:5,	cheap 22:10, 22:14
April 20:21	Bankruptcy 1:1, 1:12, 13:21,	40:18, 41:9, 41:10, 41:14,	checked 48:14
arguable 46:6, 61:23	13:25, 19:5, 24:3, 25:25,	42:19, 42:21, 46:8, 46:20,	cheerlead 28:10
argue 32:12, 33:4, 57:20	29:9, 39:21, 41:2, 43:24	52:25	Chicago 1:21
argued 34:2, 38:5, 55:4, 55:18	barely 55:6	businesses 43:13	chose 8:18, 37:1, 41:20
arguing 32:1, 32:2, 32:19	based 22:22, 34:3, 38:16	busy 57:20	Circuit 25:15, 25:18, 26:7,
argument 17:12, 17:19, 18:12,	Basically 20:6, 22:5	buy 42:18, 42:21	47:22
38:20, 48:3, 49:2	basis 13:12	buyer 48:17	circumstances 15:5, 15:13
arguments 43:2, 45:15	became 26:11	buying 32:7, 32:9, 41:8	cited 24:14
arising 33:7	becoming 6:24		City 1:36
around 10:12, 20:24, 31:10,	began 28:22, 34:8, 51:24		claims 33:2
31:13, 31:15, 38:7, 57:24	begin 5:14	< C >	clauses 47:10
arrears 38:8, 53:9	behalf 3:20, 4:16, 5:4, 5:5,	Cadman 1:45	clear 17:23, 27:10, 40:17
arrive 36:13	11:13	calendar 3:5, 5:8, 6:11, 8:1,	clearer 6:1
arrived 14:23	behind 44:2	8:11, 17:11, 29:6, 61:25	clearly 26:15, 32:20
aspect 44:22, 49:11	believe 35:22, 37:7, 38:10,	calendared 27:22	CLERK 3:4, 9:4, 9:6, 28:23,
assets 33:2	45:3, 45:12, 54:12, 54:13	call 49:23, 50:3, 50:17, 51:12,	45:20, 51:25, 62:8
assigned 27:5	best 16:1, 17:3, 18:22, 24:24,	51:13	client 6:19, 6:21, 7:13, 10:8,
assume 5:11, 29:8, 37:13,	36:16, 36:17, 50:4, 55:2,	called 47:3	13:16, 13:17, 15:25, 22:17,
37:14, 37:24, 38:25, 60:2	60:4, 60:18	Calling 3:4, 49:23	29:14, 30:17, 32:7, 32:19,
assumed 29:8	better 5:24, 6:13, 23:1, 25:9,	candor 10:22	32:20, 35:21, 41:13, 48:7,
attach 31:7	49:6, 61:19	capital 22:5	50:22, 51:12, 52:21, 53:16,
attached 13:18, 56:9	bigger 30:21	care 52:25	53:17, 53:23, 53:24, 54:17
attachments 47:9	bit 18:24, 49:14	careful 44:23	clients 46:24, 52:12, 52:14,
attempt 30:17	blessing 46:3	carry 32:24	53:3, 55:23
attention 5:20, 14:10, 14:11,	Bley 1:17, 5:13, 8:2, 8:4, 12:3,	cart 61:1	clock 49:18
17:24, 20:7	15:18	Cascione 1:38, 1:40, 3:7,	close 7:17, 17:24, 22:8, 31:13,
attorney 33:14	blurry 55:5	4:20, 4:22, 4:23	49:11
attorneys 15:17, 50:1	Blvd 1:20, 1:35	case 5:8, 6:3, 6:9, 9:3, 12:6,	closer 7:1, 7:20
audio 3:9	bought 41:14	13:25, 15:9, 16:17, 16:24,	Code 24:3, 24:5, 24:12, 24:16,
August 19:13	Boys 1:6, 3:4, 13:20, 13:22,	17:19, 17:20, 24:7, 24:8,	27:7, 29:9, 39:21, 39:22,
availability 58:24	13:24, 14:3, 28:23, 35:11,	25:15, 26:9, 29:7, 31:16,	39:23, 41:2, 41:6, 43:24,
available 6:24, 38:13, 57:7	51:25	32:17, 32:18, 33:22, 43:8,	48:11, 48:15
Avenue 1:25, 4:9, 18:19	break 18:10, 18:13, 27:16, 28:2	47:17, 52:19, 54:23, 59:23,	collateral 33:20
average 33:12	breaking 10:18	61:12	COLLEN 1:33
avoid 45:10	breathe 57:19	cases 44:22, 47:5, 47:17,	combine 52:18
aware 7:23, 21:23, 24:13	briefed 55:4	47:21	combined 54:5, 54:15, 54:20,
away 54:9	bring 14:10, 15:12	cash 53:13	56:17, 56:22
	brings 39:19	cease 13:25	combining 52:15
< B >	broad 39:17, 39:18	certain 53:9	comes 22:11, 40:16, 48:19,
Back 9:22, 19:2, 19:7, 21:9,	broadly 21:10	certainly 43:12, 46:22	56:21, 61:11
21:11, 21:12, 21:17, 23:11,	broker 20:13	certify 63:3	comfort 55:25
	Brooklyn 1:6, 1:26, 1:46,	challenging 40:8	comfortable 12:10, 17:7

coming 22:8, 35:12, 35:16, 35:22, 36:1, 36:24, 37:4	25:16, 44:3, 50:10, 54:6	61:21	definite 50:9
commit 58:13, 58:14	continue 8:4, 8:9, 13:6, 13:24, 16:18, 28:13, 43:17	Crossway 2:6, 63:10	definitely 47:7
common 46:5, 46:6	CONTINUED 2:2	Cullen 4:7, 18:17	delay 51:7
communication 10:18, 12:22, 14:1	continuing 14:5, 18:8, 61:1	cure 37:12, 37:14, 37:15, 37:17, 37:24, 38:8	deliver 32:23
company 22:5	contract 23:21, 25:20, 26:9, 26:15, 26:25, 30:24, 30:25, 32:12, 32:13, 32:17, 33:9, 33:10, 34:14, 39:13, 39:14, 39:19, 41:6, 41:11, 41:16, 47:18, 47:20, 47:23	current 12:7, 19:6	demand 22:16
complaint 19:11	contracts 23:11, 23:12, 25:17, 25:19, 26:16, 27:6, 29:14, 47:17	curse 46:4	department 57:20
completely 25:12	contribution 22:5	cut 62:1	depending 56:7
component 17:17	conversation 10:8	< D >	described 10:17, 55:1, 60:20
comprehensive 60:22	conversations 7:13	D. 1:19, 4:2	describes 30:25
concept 32:2	convert 5:9, 17:19, 20:21	damage 53:4, 53:5	describing 14:14, 24:19, 36:3
concern 8:21, 41:3	copy 40:6, 40:7, 40:9, 40:10, 40:12, 40:14, 49:6, 52:25	Date 11:15, 12:7, 15:1, 16:12, 20:14, 50:4, 52:25, 53:9, 59:9, 59:16, 60:1, 60:10, 60:23, 61:13, 61:19, 63:12	description 33:2
concerned 28:7, 43:22	corner 57:24	day 19:14, 44:18, 46:20, 58:13, 58:16, 59:11	desire 13:3
concerning 39:21	corners 43:23	days 5:21, 8:11, 12:23, 16:3, 16:12, 16:14, 16:22, 19:13, 20:16, 24:5, 26:4, 35:2, 37:6, 49:15, 50:11, 50:14, 56:11, 61:22	details 38:15
concerns 18:2	Corp. 1:6, 3:4, 4:8, 4:9, 13:21, 13:22, 13:24, 14:3, 18:18, 18:19, 28:23, 35:11, 52:1	deadline 6:7, 20:14, 25:25, 33:24, 43:3, 44:12, 44:18, 45:1, 45:4, 46:15, 46:19, 47:18, 48:8, 55:16	determination 17:15, 29:6
conclude 37:10	Correct 3:23, 4:21, 35:15	deadlines 45:9	development 10:25, 21:11
concluded 62:8	correctly 45:13	deal 38:14	different 10:17, 16:19, 29:9, 36:14, 44:6, 60:23
concluded] 62:10	corridor 51:20	deals 48:6	difficult 3:2, 49:6
conditional 56:22, 60:25	Counsel 3:24, 4:23, 5:15, 5:16, 6:4, 8:5, 8:10, 13:9, 13:12, 13:14, 14:1, 14:5, 15:10, 16:3, 16:12, 16:16, 16:17, 16:20, 19:2, 21:20, 27:13, 29:1, 37:14, 51:16, 61:21	debt 21:17, 21:18	digressing 22:23
confer 27:24	couple 5:20, 8:11, 23:2, 35:2, 35:17, 37:5, 48:14, 52:24	debtors 21:8, 23:7, 39:24	Diner 20:2, 20:3, 20:13, 23:20, 28:13, 31:12, 31:13, 32:6, 32:8, 32:10, 43:16, 43:17, 52:23, 53:10, 53:12
conference 3:9, 5:8, 20:11, 22:23, 22:25, 38:19, 50:18, 51:19, 59:15, 61:12	course 14:9, 15:2, 15:8, 21:3, 27:17, 27:20, 27:25, 38:24, 61:2	December 6:7, 33:24, 45:3, 45:12, 48:8, 52:13, 54:13	DIP 35:4, 35:24, 36:5, 36:24, 37:6
conferences 20:23	Courthouse 58:2	decide 9:18, 39:16, 43:1, 48:17	direct 5:24
confidence 50:12	Courtroom 49:19	decided 9:17	directed 20:9, 20:23
confident 47:4	cover 19:8	decipher 44:9	direction 15:21
confirm 33:24, 43:3, 44:18, 46:15, 48:23, 48:24	covered 33:20	decision 9:18, 25:18, 45:23, 45:24, 48:1, 49:12, 50:5, 50:9, 51:5	directional 44:4
confirmation 6:6, 25:23, 25:24, 27:3, 52:16, 54:7, 54:14, 54:21, 56:23, 60:10	Covid 19:4, 21:19	decisions 25:15, 26:1	directive 5:25
confirmed 44:13, 44:19, 46:19, 48:9, 52:14	creditor 4:10, 5:9, 17:13, 18:20, 19:10, 21:4, 32:21, 32:22, 33:16, 33:17, 39:12, 52:9	deed 18:7	disavow 9:24
conflict 57:5	creditors 38:25, 43:13	deemed 17:16, 17:17, 37:11, 39:6, 44:12, 46:21	disclosure 53:25, 54:4, 54:7, 54:8, 54:10, 54:13, 54:19, 54:20, 59:7, 60:25
conflicts 59:1	cross 5:11, 18:14, 31:8, 46:10,	Deer 2:7, 63:11	discourteous 5:23
confuse 14:25		defend 33:1, 33:18	discretion 13:6
confused 30:2		deferred 8:6, 48:21	discussed 19:25
Connected 3:6		deferring 17:18	discussions 6:18, 38:1
consensual 54:6			dismiss 4:3
consent 56:21			disposition 17:9
consequences 50:13			dispute 19:16, 19:19
consider 12:12, 28:15, 44:8, 46:23			disputed 31:25
considered 6:2			distinguishable 25:12
considering 30:20			DISTRICT 1:2
consistent 8:14, 44:11			Division 57:6
contact 14:1, 26:10			docket 29:5, 61:11
contemplated 26:17			document 13:18, 26:14, 33:13, 40:10, 44:5, 44:6, 55:6
context 18:22, 18:24, 25:13,			documentation 13:23

documents 44:9, 49:5, 49:8
doing 36:17, 50:16, 54:15, 61:10
dollars 21:18
done 14:19, 22:3, 38:14, 43:9, 44:24, 44:25
double 9:5
doubt 31:20
down 61:11
drafted 41:17
Drive 2:6, 63:10
due 34:4, 37:18, 37:23
During 29:21, 29:22, 30:4
duties 32:14
Dykman 1:33, 4:8, 18:18

< E >

e-mail 8:19, 9:6, 10:23, 51:20
eager 43:13
earlier 24:10, 39:2
early 45:24, 52:10
easier 38:3, 51:18
Eastchester 1:42
EASTERN 1:2
ECF 14:17
effect 17:12
effective 13:21, 48:24, 53:8
efforts 60:4, 62:4
eight 24:21
eighteen 31:8, 40:4, 40:6, 40:15, 40:19, 47:8
eighty-six 58:10
either 23:17, 26:4, 42:8, 45:6, 46:9
electronic 2:47
ELIZABETH 1:11
encourage 51:1
encouraging 7:5, 7:7, 7:18
end 24:6, 43:4, 44:14, 46:1, 50:14, 51:4, 53:14
enough 14:17, 22:4, 22:6, 26:13, 43:1, 48:19
ensure 13:22
ensured 20:1
entered 48:24, 52:22, 56:15, 58:22
entire 18:3
entirely 54:10
entitled 16:4, 16:10, 16:22,

61:23
entity 16:20
entry 17:2
equal 34:15, 35:23
equipment 33:20
equitable 24:15
equity 25:23
errors 19:20
especially 17:8
ESQ 1:18, 1:19, 1:24, 1:28
ESS 1:4
establish 47:7
established 13:13, 24:13
etc. 21:20
Eve 44:19
everybody 53:24, 54:2
everyone 3:12, 5:7, 6:14, 15:4, 28:25
everything 6:12, 8:12, 34:4, 36:17, 44:11, 50:24, 56:20, 56:21, 59:22
evidentiary 13:19
excuse 18:5, 39:6, 49:16, 49:22
execute 32:22
executors 27:4
executory 26:15, 26:22, 26:25, 32:13, 32:17, 33:10, 34:14, 39:12, 39:19, 47:13, 47:22
Exhibit 23:15, 31:7, 32:7
existed 47:12
expect 60:18
explain 7:19, 8:22, 17:10
extended 6:7, 48:8, 48:23
extensive 7:13
extent 29:4

< F >

fabulous 21:10
face 36:18
facilitate 59:23
fact 25:25, 31:23, 33:11, 47:8
facts 25:13, 27:4
factual 55:5
Failed 32:11, 39:9, 40:5
fairly 8:22, 23:3
far 37:13, 57:4
farther 14:4
fast 23:22

Federal 1:29, 45:9, 45:25
feel 49:23
feels 46:1, 47:6
fees 38:9, 54:16, 54:17
few 19:13, 28:16, 36:13, 39:10, 45:22, 56:10
fifteen 38:17
fighting 23:3
figure 52:5, 59:5
file 6:6, 15:21, 20:10, 21:24, 49:6, 55:17, 56:25
filed 5:13, 11:15, 14:7, 16:12, 19:10, 19:14, 20:21, 40:8, 43:8
filing 14:18, 15:20, 16:10
filings 24:18
final 34:16, 56:22
finality 43:5, 43:7
finances 21:14
financial 19:21
financials 19:23, 20:4
find 23:16, 37:11, 50:4
finding 39:5
Fine 43:11, 51:12, 56:20, 56:23, 57:8, 57:15, 57:17, 59:18, 59:20
finish 10:21
Fioto 1:33, 4:6, 4:8, 4:21, 4:24, 18:18
firm 3:20, 5:13, 8:3, 12:3, 13:15, 15:18, 21:2, 44:12, 50:9, 53:10
firms 12:9
First 12:15, 24:1, 24:8, 28:9, 42:3, 47:15, 51:11, 52:7, 59:25
five 18:12, 25:6, 27:15, 27:19, 40:18
flatly 24:5
Floor 1:45
Florida 19:4
flow 53:13
focus 39:4
focusing 17:16
follow 9:7, 24:24
following 48:7
follows 16:1
Footnote 25:6
footnotes 24:21
force 34:11

foregoing 63:3
forever 33:1, 33:17
formally 17:2
fortunate 16:16
Forty 29:18, 30:10, 30:15
forty-eight 15:20
forty-hours 14:16
forty-six 29:5
forward 16:1, 23:22, 50:8, 51:8, 52:5, 59:24
forwarded 13:23
found 6:17, 37:5, 53:21
four 3:5, 25:4, 43:23
franchise 26:21, 31:22, 32:2, 32:3, 47:24, 47:25, 48:2
Frankly 22:21
free 11:5, 17:1
Friday 45:25
front 4:25, 24:18, 59:6
frustrating 48:22
full 39:1, 49:15
fully 26:3
funding 6:22, 6:24, 7:15, 29:14, 29:15, 29:20, 29:24, 43:11
furnished 33:13
future 30:13

< G >

G. 1:18, 1:40
GALLOZZI 1:38
Galluzzi 4:24
gap 27:4
gaps 19:20
Garden 1:36
gas 48:2
gather 61:3
gave 7:9, 10:17
general 28:7
generally 44:2
gets 50:9
getting 32:16
gist 53:15
give 18:21, 36:1, 45:22, 45:23, 49:12, 50:6, 55:2, 59:12
given 13:3, 19:6, 23:14
glad 7:7, 55:8
global 60:22
goals 36:16

gonna 3:8, 15:12, 16:2, 17:10,
18:21, 18:22, 19:8, 19:19,
20:1, 20:3, 24:9, 25:22,
27:20, 27:23, 45:22, 49:10,
49:17, 49:21, 52:14, 59:17,
60:11, 61:4

goodness 27:17, 58:5

GOTTESMAN 1:44, 3:7, 4:13,
4:15, 4:16, 55:7, 55:10

grant 16:2, 35:22

granted 16:5, 16:21, 17:1,
61:22

granting 15:3

grateful 28:16, 30:21

great 46:4

ground 46:5

guess 14:17, 16:10, 16:13,
46:3, 57:9

< H >

half 20:24, 21:18, 28:11

handle 21:14

happen 45:1, 54:16, 60:9

happened 20:6, 29:16, 53:2

happening 20:8, 26:18

happens 22:19, 33:23, 33:24,
44:18

happy 17:22, 18:10, 27:9,
38:25

hard 44:9, 44:12, 45:10, 48:8,
50:12

hate 22:10

hear 3:2, 5:14, 6:8, 7:7, 8:24,
8:25, 11:1, 11:4, 11:6, 11:8,
11:9, 17:12, 17:22, 18:11,
18:13, 18:14, 21:4, 21:5,
27:13, 27:14, 27:23, 28:6,
29:1, 29:3, 38:22, 44:15,
52:5

heard 13:9, 15:15, 45:19

hearing 5:23, 11:5, 17:25,
18:3, 18:4, 18:8, 36:8,
52:16, 54:5, 54:20, 56:22,
58:14, 60:12, 60:21, 61:3,
62:8

hearing** 3:3

Heart 11:24

help 6:1, 24:20, 45:16

helpful 6:14, 8:13, 14:13,

27:12, 31:3, 46:15, 49:3,
55:8

helps 61:23

hereby 13:20

hereof 40:24, 49:8

history 12:23, 44:2

hold 59:25, 60:1

holding 59:16, 60:1, 61:13,
61:19

holiday 45:9, 45:25

holidays 45:10

honest 9:14

honestly 56:12

HONORABLE 1:11

hope 31:3

hoped 17:21

hopeful 38:14, 54:25

hoping 49:13

horse 61:1

hours 7:17, 15:21

HOWARD 1:44

huge 22:2

hundred 20:15, 20:16, 21:3,
21:13, 26:4, 31:13, 39:1

< I >

idea 54:5

identified 18:5, 18:7

identifies 23:13

identify 23:13

IL 1:21

immediately 13:21, 48:13,
48:25

implied 22:15

importance 36:7

important 15:23, 19:1, 30:22,
36:15, 43:25, 47:6

impression 10:17

in. 37:4

Inc. 2:5

inclined 58:13

include 8:24

includes 8:1, 41:15

including 15:19, 33:14, 43:24,
55:5, 56:4, 60:19

incorrect 15:22

indemnification 33:6

indemnity 47:2

indicate 43:16

indicated 13:14, 20:11, 43:10,
50:25

indicating 55:17

indication 14:5

indirectly 59:8

inform 51:20

information 14:13, 42:4

inspiring 50:12

instance 32:21

instead 19:17

instructed 18:21

instruments 32:23

insurance 12:8, 38:10

intention 8:15

interest 46:6

interested 52:12

interesting 25:16, 26:8, 46:6,
46:7, 50:6

interrupting 5:22

intersect 43:14

invite 49:22

involving 13:22

Irene 2:2, 4:19, 14:2

issue 18:20, 26:8, 47:7, 55:18

issues 15:19, 15:24, 21:19,
46:7, 50:6, 55:4, 55:12

items 22:1

itself 31:12, 31:14, 41:16

< J >

Jackson 1:20, 9:3, 27:24,
51:12, 51:20, 58:16

job 28:14

jobs 53:1

join 58:10

joint 56:9, 59:22

Judge 1:12, 3:13, 8:7, 9:6,
9:14, 9:18, 11:9, 12:17,
19:3, 21:5, 52:3, 52:8, 59:18

judgment 4:10, 4:12, 5:9,
17:3, 17:13, 18:19, 19:9,
19:10, 19:13, 19:17, 23:14,
26:11, 27:2, 52:9

jury 51:19

< K >

keep 45:25, 49:20, 50:24,
60:17

Keewan 1:19, 4:2

Kellogg 31:12, 32:8, 32:10

kind 7:1, 23:1, 33:2, 53:16,
58:9

knowledge 12:3, 12:4

known 5:1, 18:18

< L >

landlord 4:9, 5:9, 5:21, 17:13,
17:14, 18:19, 28:9, 29:3,
30:16, 30:20, 37:18, 39:11,
43:7, 46:21, 46:25, 47:14,
48:10, 52:9, 52:23, 54:2,
55:13, 61:16

landlords 14:2, 39:24

language 40:3, 41:11, 41:16

lapsing 12:8

large 38:12

larger 27:4

last 19:6, 22:25, 26:9, 37:5,
38:16, 42:3

late 10:18

later 25:24, 49:20, 61:19

Latif 1:28, 3:7, 5:1, 5:3, 5:4,
5:5, 9:2, 9:4, 9:5, 11:1, 11:4,
11:6, 11:7, 11:9, 11:11,
11:13, 11:22, 50:1

LAW 1:23, 24:7, 31:16

lawyer 12:11, 13:16, 15:25

LEA 1:24

leading 7:12

learn 60:9

learned 6:23

lease 5:10, 17:15, 18:7, 18:20,
20:19, 20:22, 23:5, 23:9,
23:19, 23:24, 24:4, 26:3,
26:19, 26:25, 27:5, 29:7,
38:8, 38:10, 39:6, 41:15,
41:17, 41:18, 41:21, 41:23,
41:25, 43:22, 44:5, 44:12,
46:20, 47:11, 48:1, 48:2,
48:3, 48:9

leases 26:7, 39:22, 39:24,
41:3, 41:12

least 45:10

leave 17:3, 38:3, 41:1, 51:15

left 16:19

legal 38:9, 50:6, 54:15, 54:17,
55:4

legislative 44:1	28:23, 34:3, 45:18, 45:21,	4:2, 4:3, 5:13, 6:18, 8:1, 8:2,	none 25:19
legislature 26:6	50:3, 51:7, 51:13, 51:22,	8:3, 8:4, 8:6, 8:7, 9:23, 9:24,	nor 51:8
lengthy 10:7	55:17	10:3, 12:3, 12:14, 12:15,	normal 53:11
less 14:16, 15:19, 15:20	matters 3:4, 5:8, 6:2, 6:11,	12:17, 12:19, 12:24, 13:1,	Normally 20:15
letter 28:12, 43:14, 55:17, 56:9,	51:25, 58:11	14:22, 14:25, 15:7, 15:8,	note 14:12, 16:5, 19:6, 19:11,
56:25, 57:8, 58:19, 59:16,	Mcdonald 32:4	15:9, 15:18, 16:18, 21:2,	19:18, 23:14, 23:25, 26:24,
61:17	mean 34:11, 36:9, 39:22,	38:15	27:2, 40:24, 41:10, 41:15,
level 55:25	43:21, 46:18, 48:11, 56:13,	morning 5:3, 11:12, 58:12	53:9
likely 49:25, 61:14	58:10	mortgage 53:10	noted 61:12
likes 17:6, 48:6	means 16:9	motions 17:11, 17:14, 61:15	notes 45:11
limitations 47:15	meant 36:20	move 51:7, 51:21, 56:16	Nothing 11:15, 14:20, 20:6,
limits 43:24	mediation 20:23, 20:25	moved 17:23, 18:3	20:8
line 21:23, 22:1, 28:10, 42:3	medical 18:2	moving 59:23	notice 8:21, 13:2, 14:8, 14:16,
lined 48:18	meet 22:16, 59:23, 60:19	multiple 59:1	14:17, 14:19, 14:20, 15:1,
lines 46:22	meeting 11:5	mute 9:5, 11:7, 50:25	15:3, 15:21, 16:3, 16:4,
list 21:24	mentioned 24:8	myself 46:1	16:6, 16:10, 16:11, 16:13,
little 7:9, 9:14, 18:24, 49:14	mentions 47:16		16:22, 39:23, 61:22, 61:23,
LLP 1:33, 4:16	merits 28:15		61:24
loan 30:18, 39:5	mess 58:9	< N >	notify 13:19
location 42:22	met 18:5	name 3:10, 31:17, 32:8, 32:10	November 58:15, 59:17, 60:2,
long 31:15, 49:14, 60:25	Metropolitan 1:34, 4:6, 4:9,	nature 30:25	60:6, 60:11, 61:13
longer 13:14, 13:15	4:24, 18:19	necessarily 39:19	number 5:7, 15:19, 17:18,
look 15:10, 23:15, 32:6, 56:2,	middle 38:20	necessary 7:10, 18:11, 33:14,	24:7, 27:19, 29:5, 32:3, 50:5
58:21	million 21:18	37:12	numbers 3:5, 38:6, 38:23,
looking 24:19, 45:11, 50:14,	mind 22:11, 22:13	need 6:2, 11:4, 14:4, 16:13,	40:17
58:8, 60:23	minute 18:13, 18:21, 27:15	18:25, 27:18, 28:6, 38:22,	numeral 17:18
looks 58:15	minutes 28:16, 45:22, 49:21	44:24, 44:25, 46:23, 50:3,	NY 1:6, 1:26, 1:36, 1:42, 1:46
lot 10:5, 21:11, 25:13, 38:6,	mischaracterizes 24:3	50:8, 50:22, 51:5, 53:22,	NYCB 14:15
44:1, 48:15, 49:14, 53:21,	misheard 30:8	55:13, 55:20, 55:23, 55:24,	NYEB 14:15
60:9	misidentifies 15:22	56:10, 57:19, 57:20, 59:4,	
lots 19:20	misinformed 10:1	59:6, 59:12, 59:13, 59:14,	< O >
LTD 1:17	missed 47:14	60:20, 60:23, 61:2, 61:20	O'reilly 63:3
luck 62:1	missing 58:16	needs 16:8, 18:5, 18:6, 50:1,	object 52:15
Lynn 63:3	misspoke 30:7	51:9, 59:23, 60:19	objection 11:18, 15:21
	misstate 36:15	negotiations 19:7	objections 13:4, 16:12
< M >	misunderstand 9:25	neighborhood 58:2, 58:3	objectives 43:15
magnitude 38:23	misunderstanding 14:6	New 1:2, 1:31, 2:7, 36:4, 44:19,	obligated 33:17
mail 14:19, 14:23, 16:14	moment 3:21, 15:20	53:1, 55:14, 63:11	obligation 10:22, 23:17,
MALE 60:12, 61:5, 61:7, 61:9	Monday 58:11	news 7:25, 9:10, 10:18, 60:21	26:14, 32:21, 33:15, 47:13
managed 26:23	money 22:4, 22:6, 22:9, 22:16,	next 8:23, 12:12, 23:2, 33:23,	obligations 32:19, 32:20,
management 5:8, 6:3, 6:9,	29:16, 30:14, 35:3, 35:6,	35:17, 36:13, 45:1, 45:24,	33:16, 39:11, 39:16
9:3, 61:12	35:8, 36:4, 36:12, 36:23,	46:20, 49:13, 49:15, 50:3,	obtain 35:1, 35:14
mandates 24:12, 24:16	37:4, 48:19	50:16, 51:21, 52:10, 58:8,	obtained 34:15, 34:20, 34:23,
March 20:10	month 20:24, 44:13	59:9, 60:4	35:9, 35:11
Marcum 1:44, 4:14, 4:16, 7:14,	monthly 6:5, 11:14, 12:7,	night 57:10	obviously 13:5, 19:8, 53:2,
21:2, 21:21	21:15, 22:2	nineteen 40:16	53:22
marking 61:11	months 20:6, 22:10, 23:2,	no. 38:21	occurred 21:11
Matter 1:4, 13:21, 22:18,	38:17	nobody 17:6, 17:7	October 10:18, 21:19
23:22, 26:6, 27:22, 27:24,	Morgan 1:17, 1:18, 1:19, 3:6,	non-residential 29:7, 39:21,	Office 1:23, 1:29, 5:2, 5:5, 9:1,
	3:17, 3:18, 3:19, 3:23, 3:25,	39:24, 41:3	

11:13, 11:19	overall 31:6, 31:11, 32:4, 39:8	50:13	pre-petition 19:3, 37:17
official 3:9	overlap 43:15	person 17:21, 17:25, 18:2,	precise 36:7, 37:10
often 17:5	overnight 16:14	50:17, 51:18, 60:3, 60:7,	predominant 47:18
Okay 4:11, 7:3, 8:9, 8:17, 8:20,	override 24:12, 24:15, 26:6	60:16	prefer 50:21, 60:7
9:12, 9:16, 10:9, 12:5,	overstate 36:15	perspective 11:20	preliminary 54:8
15:14, 25:2, 25:5, 25:20,	< P >	persuaded 39:15	premises 20:19, 20:20
27:21, 38:1, 40:21, 51:3,	p.m. 14:8, 61:14	petition 20:14, 30:4	prepared 18:11, 49:11
57:18, 61:8	Page 24:14, 25:4, 40:18	phone 7:17	present 8:12
old 22:10, 40:10	pages 24:21	pick 41:25	press 8:9
One 3:5, 12:9, 15:7, 15:17,	paid 17:24, 39:1, 43:13	picture 16:7, 30:22, 44:12	presumptuous 56:13
18:21, 21:3, 21:23, 22:5,	pandemic 29:20, 29:21, 30:5	pictures 53:3	pretty 12:6, 49:15
24:2, 26:11, 30:20, 30:24,	paper 57:13	piece 16:7, 57:12	primarily 26:10
32:3, 32:8, 39:18, 43:14,	papers 20:10, 24:14, 32:7	Place 5:17, 19:21, 24:19, 58:1	principal 4:18, 4:20, 13:13,
43:15, 43:25, 44:4, 46:2,	Paragraph 31:8, 32:8, 40:4,	plain 41:11, 41:15	18:1
47:1, 49:16, 50:8, 51:5,	40:5, 40:15, 40:18, 47:8	Plains 1:41	Prior 29:15, 29:20, 29:23,
51:7, 52:6, 53:5, 55:10,	parallel 49:4	plan 21:3, 21:13, 22:7, 30:13,	29:24, 30:4
55:21	parcel 31:6, 31:10, 34:14, 59:7	33:24, 43:3, 44:13, 44:18,	probably 7:10, 8:21, 11:24,
ongoing 32:14, 32:18, 32:20,	parishes 60:13	44:19, 46:15, 46:19, 48:9,	12:12, 14:13, 44:14, 49:25,
39:10, 39:16, 46:8	Park 2:7, 63:11	48:23, 52:14, 52:20, 53:8,	58:11
open 41:13, 58:16	Part 17:14, 31:5, 31:9, 31:10,	53:13, 54:6, 54:7, 54:21,	problem 39:22
opening 41:7	31:18, 34:13, 40:23, 41:9,	59:6	problems 24:1
operate 48:18, 48:20	41:19, 41:20, 44:11, 47:9,	plans 39:1	procedurally 13:6
operates 48:19	49:8, 50:2, 51:16, 55:19,	Plaza 1:45	proceed 6:1, 16:15, 17:10,
operating 6:5, 11:14, 12:7,	59:7	Please 3:10, 3:14, 4:1, 10:21,	18:16, 27:11, 43:2, 50:25
21:15, 21:22, 22:2	Parties 3:8, 6:12, 14:11, 16:4,	12:1, 13:22, 18:16, 27:13,	proceeding 17:1
operation 14:18	16:10, 16:22, 26:1, 38:4,	36:21, 40:19, 49:6, 51:13,	Proceedings 2:47, 63:4
operative 44:4	39:23, 40:7, 41:4, 44:15,	58:18, 60:1	process 55:14
opinion 11:17	49:18, 51:15, 55:16, 56:24,	plus 36:12, 38:9	produced 2:49
opportunity 8:24, 16:8, 51:1,	60:16, 60:19, 61:16, 61:22	point 16:18, 19:25, 20:2, 25:9,	productive 55:16, 59:24
51:14, 52:3, 55:3	parts 41:11	27:8, 43:10, 44:21, 47:8,	professional 15:24, 17:3
opposed 20:4	party 16:10, 23:17	51:9, 54:22, 54:24, 56:8,	promissory 19:6, 19:11,
opposes 23:7	passed 5:11, 15:2, 21:12	56:16, 60:24, 61:2	19:18, 23:14, 23:25, 26:23,
opposing 14:1	past 12:22	points 28:8, 28:9, 43:22, 47:1,	26:24, 27:2, 41:10, 41:15
opposite 27:8, 32:13	path 16:1, 46:2, 50:8, 52:5	49:9	promptly 14:10, 49:13, 59:15
opposition 5:12, 11:24, 16:6,	patiently 49:18	portion 17:13, 28:15, 29:2	properly 13:23
18:14, 23:16, 29:2, 31:7,	pay 6:22, 7:16, 21:17, 30:12,	position 11:17, 11:25, 12:2,	Properties 4:8
39:4	37:8, 37:9, 53:10	27:9, 40:6	Property 18:18, 23:12, 29:7
optimism 46:4	payments 22:6, 53:11	possession 32:25, 33:3	proposal 36:25
oral 38:20, 45:24	payroll 30:13	possible 7:19, 18:23, 49:13,	proposed 6:22, 10:10, 10:11,
order 15:3, 16:3, 16:11, 16:21,	pending 5:15	52:17, 53:12, 55:3, 58:23,	16:2, 16:11, 16:21, 21:3,
17:2, 18:3, 37:12, 37:14,	People 46:23, 58:5	59:15	37:3, 37:8, 57:8, 57:9,
37:24, 38:23, 52:21, 56:8,	per 32:2	possibly 7:16	57:13, 61:17
56:10, 56:15, 57:4, 57:5,	percent 21:3, 21:13, 29:18,	Post-petition 19:19, 22:22,	proposing 21:8
57:9, 57:13, 58:22, 59:6,	30:11, 30:12, 30:14, 30:15,	37:18, 38:17	protection 30:13
61:17, 61:22	39:1	posture 18:9	provide 15:3
orderly 6:13	perhaps 8:6, 9:25, 50:15,	powers 24:15, 33:14	provided 10:7, 14:17
others 39:19	51:21, 56:4	PPP 29:14, 29:15, 29:20,	provides 15:19, 33:17
otherwise 18:11, 38:3, 48:9	period 14:19, 15:4, 50:10,	29:24, 30:11, 30:13, 30:16,	provision 33:7
outlines 55:2		30:18	provisions 39:23
outset 16:17		practical 26:5, 34:3	public 16:25

pull 47:5
purchase 23:20, 33:9, 41:9
purchaser 33:1, 33:18
Purciigliotti 1:38, 4:23
purpose 38:5
purposes 30:16, 44:5, 61:13
put 22:4, 39:20, 39:23, 61:1
putting 15:1

< Q >

quality 13:19
Quentin 1:35
question 5:10, 12:1, 12:8, 14:8, 19:24, 34:8, 34:12, 38:24, 44:8, 45:16, 50:5
questions 19:22, 27:10, 38:2, 56:12
quickly 27:16, 27:23
quite 14:9, 20:5, 36:20

< R >

R. 1:34
races 58:23
Rachel 1:23, 1:24, 3:15, 5:18, 13:23, 29:11, 46:13, 53:20, 57:3, 58:25
radiating 37:25
raises 15:19, 50:5
ran 19:23
rapidly 56:17
rather 26:19, 56:17
rational 27:8
Re 1:4, 31:19
reached 19:9
read 13:17, 39:20, 40:8, 40:19, 41:25, 44:9, 48:1, 49:7
readable 55:5
ready 29:1
real 22:20, 27:16, 29:7
really 6:21, 10:5, 10:14, 26:15, 30:23, 51:8, 51:14, 55:1, 61:16
reason 43:25, 51:14
Reasonably 31:25
reasoning 25:13
reasons 18:1, 27:19, 44:1
Recall 28:22, 51:24
Recalling 28:23, 44:2, 51:25

received 10:24, 15:2, 17:24, 29:19, 30:11
recent 10:25
recently 5:13, 6:17, 6:23, 34:15
recognizes 13:3
recommend 52:21
record 3:9, 3:14, 4:1, 6:2, 6:14, 12:14, 13:17, 16:21, 16:23, 17:23, 18:17, 27:18, 28:21, 34:18, 34:24, 36:8, 38:4, 38:22, 40:19, 49:11, 49:24, 51:23, 52:4, 53:21, 55:5, 55:7, 55:8, 59:1, 60:22, 63:4
recorded 2:47
recording 2:47, 62:9
records 13:22, 53:1
reference 24:20, 44:4
referenced 31:19
reflected 16:21, 16:23
refocus 39:4
refund 36:24, 37:7
refunds 35:22
regarding 7:15
regardless 48:17
regular 7:14
reject 23:4, 23:9, 23:24, 26:3, 27:2, 29:8
rejected 17:16, 17:17, 18:8, 19:12, 20:22, 29:8, 37:11, 39:6, 44:13, 46:21, 48:10, 48:25, 52:13
rejection 18:20, 20:19
relief 5:12, 17:14, 17:16, 17:17, 29:2, 30:19, 46:21
relies 25:10, 47:17, 47:22
relieved 8:10
relieves 17:2
relieving 16:3, 16:11
relying 14:15
remaining 30:12
Remember 34:8, 45:7, 45:13
remind 3:8, 10:22, 36:7
reminding 45:25
remote 18:8
rent 30:12, 30:17, 53:11
reorganization 20:4, 55:3
reorganize 20:12, 43:13
rep 33:7
rephrase 36:23

report 6:6, 11:16
reports 11:15, 12:7, 21:16, 21:22, 22:2, 36:12
represent 12:20, 13:24, 60:13
representation 13:20
represented 13:15
representing 3:16, 5:19, 12:9, 14:2, 15:11, 15:17, 29:12
request 8:1, 17:24, 18:6, 18:12, 37:11, 59:16, 59:21, 60:17
requested 29:2
requesting 8:5
require 43:3, 52:23
required 23:5, 24:11, 32:23
requirement 54:9
requirements 39:25, 41:2, 43:24
requires 33:18
reserve 9:17
reset 49:19
resist 21:9
resolution 28:10, 50:11, 50:13, 60:22
resolved 55:19, 55:20
resources 54:18
respect 12:2, 18:6, 30:19, 61:15
respects 24:7
respond 23:10, 30:23, 40:1, 43:17
responded 37:2
response 13:10, 15:16, 27:10, 30:21, 45:16, 59:21
rest 17:11, 47:5
restaurant 41:8
restroom 27:16
result 21:10
resume 28:17
return 33:9
Richard 1:44, 4:16
river 61:6
Road 1:41, 51:5
roman 17:18
room 45:22, 50:18, 51:19
Roosevelt 1:35
roughly 36:24
Rowe 58:1
ruling 59:12, 59:13, 59:14
run 27:16, 30:15

< S >

S. 1:11
sad 36:6
sake 17:23, 27:17
salad 41:8
sale 23:25, 33:9, 40:18, 47:10
satisfy 56:3
saw 3:25
saying 23:8, 28:12, 36:18, 47:9, 54:19
says 21:24, 23:4, 23:8, 24:5, 35:21, 40:6, 40:19, 42:14, 42:17, 55:21
schedule 13:5
scheduled 17:22, 19:15
schedules 19:20, 21:15, 21:21
screen 52:6
se 32:2
Second 24:9, 25:11, 28:11, 49:16, 50:17, 51:13, 59:25
section 29:9
sections 39:20
secured 32:21, 32:22, 33:5, 33:16, 33:17, 33:19, 33:20, 39:11
security 33:21, 40:11, 40:24
seek 8:4
seeking 17:15, 29:6, 30:20, 43:8
seeks 39:5
seem 13:12, 43:23, 44:10
seemed 22:25
seems 12:6, 18:15, 25:8, 50:15
seen 16:8, 44:22
sell 20:2, 20:13, 33:8
seller 19:7, 32:15, 32:18, 32:25
selling 26:18, 33:8
send 8:18, 50:17
sense 9:14, 26:15, 27:3, 38:6, 38:23, 44:10, 50:1, 50:15, 51:10, 55:23, 56:1, 56:5, 59:22
sent 10:24
separate 29:4, 32:5, 39:10, 41:17, 41:18, 56:6
separately 49:9, 55:4
serve 16:14
serves 38:5

Service 2:49, 15:18, 16:15, 16:24	somehow 21:17	stayed 46:21	49:24
Services 2:5, 8:19, 63:9	someone 49:5	Staying 6:15, 8:25, 9:2, 11:6	text 40:17
serving 16:9	Sometimes 17:5, 44:24	steps 5:24	thankfully 17:5
Set 33:23, 43:2, 45:9, 46:14, 48:21, 55:16, 59:14, 59:21	somewhat 39:18, 40:8, 46:8	stick 18:20	thanks 60:4
Settle 16:2, 16:21, 61:22	Somewhere 41:14, 42:14, 42:17	Stipulation 57:9, 57:13, 61:17	Thanksgiving 58:13
settlement 6:18, 6:20, 6:22, 7:2, 7:20, 10:11, 19:9, 27:3, 34:17, 36:25, 37:3, 37:8, 38:1, 38:19, 55:19	soon 6:25, 8:22, 8:24, 35:13, 45:24, 51:6	Stong 1:11, 3:13, 52:3	That'll 60:10
settling 53:7	sooner 61:18	stop 62:8	theory 24:1
seven 16:3, 16:12, 16:14, 16:22, 24:21, 24:22, 61:22	Sorry 7:6, 9:21, 11:25, 21:9, 22:12, 25:2, 30:10, 36:14, 40:23, 46:13, 47:19, 51:17, 54:4, 57:1, 57:16	store 41:8	thereafter 33:1
seventeen 40:16	sort 22:15, 22:23, 25:8, 37:25, 50:2, 53:15	straightforward 23:4, 23:6	thereof 41:11, 41:19, 41:20, 47:10
Seventh 25:17, 26:7, 47:22	sound 2:47, 40:16, 56:24	strangely 58:16	thinking 8:22, 24:20, 25:21, 25:22, 49:20
shall 56:5	sounds 55:8	Street 1:30	Third 60:1
shape 12:6	source 6:22, 7:15, 15:24, 22:8, 35:20, 36:12	struck 28:10	thirdly 26:12
short 13:2, 14:9, 18:10, 28:2, 58:9, 59:9	speaking 3:11, 9:24, 19:2, 21:10, 36:8	struggling 49:14	thirty 12:23
shortcomings 61:24	speaks 41:16	subject 31:5, 60:10	Thomas 1:34, 1:40, 4:7, 4:23, 18:17, 46:25, 52:8
shortened 14:19, 15:4	specific 39:23, 40:3, 42:22	submissions 45:15	though 14:12, 37:3, 55:6
shorter 46:1	specifically 31:8, 31:9, 32:5, 32:10, 39:9, 39:21, 40:3, 41:2, 41:14, 41:20	submit 57:4, 61:16	thoughts 60:1
shouldn't 52:19	speed 15:12	substance 5:11, 10:17, 10:25, 28:11, 33:7, 44:23	three 29:5, 49:9
show 38:13, 40:7	spent 20:24, 54:17	succeed 55:3	throughout 3:2
shows 21:25	spoke 6:19, 6:21	sufficient 53:13	thrown 38:7
Sid 1:6, 3:4, 13:20, 13:22, 13:24, 14:2, 28:23, 35:11, 51:25	squinting 49:7	suggest 48:7, 48:16, 59:17	timeframe 44:25, 56:24
side 55:21	standpoint 50:11	suggestion 58:17	timely 53:11
Siderakis 2:2, 3:7, 4:17, 4:19, 8:18, 14:2	start 5:17, 18:15, 57:10	suggestions 52:12	timing 56:5
sides 22:25, 44:8	starting 6:3	suggests 48:5	Today 6:19, 6:21, 8:1, 8:11, 8:23, 8:25, 10:5, 10:7, 10:24, 15:13, 17:13, 17:18, 18:9, 22:21, 29:6, 37:6, 44:5, 45:23, 46:1, 49:11, 49:24, 53:22, 61:11
Signature 63:7	State 3:10, 4:22, 51:15, 57:6, 57:22	Suite 1:20, 1:25, 1:30, 1:41	together 56:21
significantly 7:1, 7:20	stated 32:5, 40:3	summary 19:10	Tom 6:18
silly 40:16	statement 19:21, 54:1, 54:5, 54:7, 54:9, 54:10, 54:13, 59:7, 60:25	support 29:4, 46:9, 55:11, 55:13	tone 28:11
similar 32:3	statements 30:23	supportive 55:11	took 19:21, 20:4, 21:20
simply 26:6	States 1:1, 1:12, 5:2, 5:5, 9:1, 11:13, 31:8	suppose 16:25, 59:8, 60:24	totaling 36:24
Sincerely 14:2	station 48:3	supposed 54:12	transaction 23:19, 27:6
sit 22:21	Status 5:14, 6:8, 6:15, 8:25, 9:3, 9:8, 11:1, 11:7, 11:14, 11:16, 20:22, 22:25, 45:11, 55:17, 56:6, 56:25, 57:8, 61:17	surprised 10:15	transactions 44:3
situation 16:19, 17:6, 19:5, 36:16, 46:16, 48:21, 55:2	statute 47:15	surrender 20:18, 20:20, 23:5, 52:23	Transcriber 2:5
situations 25:24	stay 12:1, 16:25, 17:4, 38:2	surrendered 48:25	transcript 2:49, 63:3
six 20:6, 24:21		suspect 21:8	Transcription 2:5, 2:49, 63:9
sixteen 22:9		< T >	tried 60:2
sixty 30:12, 30:14		talked 39:1, 53:15	trigger 43:23
sixty-seven 21:25		technical 46:7, 46:8	true 22:3, 43:12, 63:4
small 14:15		technically 45:8	Trustee 1:28, 5:2, 5:6, 9:1, 11:14, 14:18
software 60:15		telephonic 59:14, 60:21	try 8:23, 20:13, 27:23, 34:12, 45:10, 60:8
sold 20:4		ten 20:16, 24:5, 26:23	trying 34:16
		terminate 13:3, 13:20	Tuesday 58:12
		terminated 8:8, 12:19, 13:14, 13:17, 15:25	
		terminating 8:19	
		termination 12:2, 12:9	
		terms 7:2, 7:19, 10:10, 32:24,	

turns 6:25, 23:21, 36:9
twenty 20:15, 26:4
twice 34:12
two 7:17, 10:4, 10:16, 17:11,
 20:16, 23:22, 25:17, 26:17,
 44:13, 47:1, 47:21, 49:4,
 49:20, 49:21, 61:15
type 33:6, 52:20
typical 26:24, 47:10
typically 26:19
typo 14:14

< U >

unamicable 20:20
uncomfortable 12:21
understand 21:7, 30:22, 52:3,
 52:16, 53:25, 55:12
understanding 7:4, 8:15,
 8:16
understood 9:23
Unfortunately 20:25, 21:11
United 1:1, 1:12, 5:2, 5:5, 9:1,
 11:13
universes 49:4
unless 22:20, 44:13
unmuted 12:16
unsuccessful 21:1
until 57:10
unusual 48:14
useful 38:5
Uses 48:13

< V >

vacations 21:20
valid 39:14, 49:2
value 31:14, 36:18
Varick 1:30
various 19:20
video 3:8, 60:2, 61:14
view 10:25, 39:17, 39:18, 55:22
village 55:9
virtual 18:4, 60:15, 60:17,
 61:3, 61:7
VOICE 60:12, 61:5, 61:7, 61:9

< W >

wait 57:10

waiting 49:18
wanna 14:25, 24:18, 24:24,
 25:9, 38:6, 47:1, 53:7,
 54:18, 58:11
wanted 11:19, 15:5, 22:13,
 41:17, 52:11
wants 12:11, 27:11
warranty 33:7
waste 51:1, 54:15, 54:18
website 14:14, 15:22
Wednesday 57:10
week 19:14, 45:24, 46:1, 46:2,
 49:13, 49:15, 52:11, 56:14,
 58:8, 58:9, 59:9
weeks 10:4, 10:16, 35:17,
 36:13, 44:13, 50:14, 52:25
welcome 16:25
West 1:20, 1:45
whatever 9:18, 36:1, 53:1
whenever 46:4
whether 5:10, 20:2, 20:12,
 30:24, 38:24, 51:15, 55:17,
 56:7, 57:11
White 1:41
whoever 41:17
whom 50:2
will 5:24, 6:1, 6:10, 6:13, 8:23,
 13:24, 16:8, 17:18, 33:1,
 47:16, 51:7, 53:12, 53:17,
 55:2, 56:3, 56:11, 58:3,
 59:7, 59:22, 60:18, 61:2
win 34:9, 34:13
window 43:8
wish 17:4, 34:8, 44:23, 51:11
wishes 13:15
withdraw 3:19, 5:13, 5:16, 6:4,
 8:5, 8:7, 11:18, 13:9, 13:11,
 15:15, 15:17, 61:21
withdrawal 15:3
within 37:5, 50:13
without 20:13, 26:2, 26:16
wonder 14:17
word 11:25, 48:13
words 54:12, 57:12
work 6:21, 16:20, 34:16, 46:17,
 49:12, 50:7, 59:8, 60:3,
 61:25
worked 55:13
working 59:6, 60:15
works 13:6, 57:11

worried 48:18
writing 57:11
written 12:13

< Y >

Year 43:4, 44:14, 44:19, 50:14
years 23:23, 26:23, 31:13
York 1:2, 1:31, 2:7, 63:11
yourselves 49:22

< Z >

Zoom 17:23, 45:22, 49:22